

No. 23-15102

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**IN THE UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT**

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MATHEW K. HIGBEE &  
THE LAW FIRM OF HIGBEE & ASSOCIATES, APC

Counterclaim Defendants and Appellant,

v.

4INTERNET, LLC

Counterclaim Plaintiff and Appellee.

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Appeal from the United States District Court  
for the District of Nevada  
Hon. Jennifer A. Dorsey  
No. 2:18-cv-02097

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**APPELLEE 4INTERNET, LLC'S  
SUPPLEMENTAL EXCERPTS OF RECORD  
VOLUME 1 OF 1**

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*Attorney for Defendant Appellee 4Internet, LLC*

Docket No.		Date Filed	Page(s)
2	Certificate of Interested Parties	10/31/18	0001-0002
35-1	Declaration of Michael Levy	06/07/19	0003-0031
42	Joint Motion to Stay Discovery	02/21/20	0032-0034
44	Order Staying Discovery	02/26/20	0035-0036
94-8	Miller Depo. Ex. 11 (Response to Interrogatories)	11/01/21	0037-0045
94-19	Amended Expert Report	11/01/21	0046-0066
94-20	Levy Declaration	11/01/21	0067-0072
94-22	Sadowski Deposition Excerpts	11/01/21	0073-0081
106-4	Deposition Excerpts in Support of Reply to Response to Motion for Sanctions	11/23/21	0082-0092
121-1	Excerpts of R. Miller in Support of Motion for Attorney's Fees	07/11/22	0093-0104
132	Response to Motion for Sanctions with Exhibits	8/11/22	0105-0198
146	Appeal Bond	1/32/23	0199-0220
152	Miller Motion for Reconsideration	06/01/23	0221-0224
153-1	Grecco Malpractice Complaint	06/06/23	0225-0266
153-2	Offer to Settle	06/06/23	0267-0268
	District Court Docket		0269-0285

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Attorney for Plaintiff,  
ROBERT MILLER

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA  
LAS VEGAS DIVISION**

ROBERT MILLER,

Plaintiff,

v.

4INTERNET, LLC; and DOES 1  
through 10 inclusive,

Defendants.

Case No. \_\_\_\_\_

**NOTICE OF INTERESTED  
PARTIES AND CORPORATE  
DISCLOSURE STATEMENT**

The undersigned, attorney of record for Robert Miller certifies that the following may have a direct, pecuniary interest in the outcome of this case:

1. Robert Miller, *Plaintiff*;
2. Christopher Sadowski, *Plaintiff's agent*.

Plaintiff reserves the right to amend, correct and update this Certificate throughout the pendency of this action.

Dated: October 31, 2018

Respectfully submitted,

**/s/ Mathew K. Higbee**

Mathew K. Higbee, Esq.

Nevada Bar No. 11158

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UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

ROBERT MILLER,  
PLAINTIFF,  
V.

CIVIL ACTION FILE  
NO. 2:18-cv-02097-JAD-VCF

4INTERNET, LLC AND  
JOHN DOES 1-10  
DEFENDANTS.

AND

4INTERNET, LLC

COUNTERCLAIMANT

V.

ROBERT MILLER, AND MATHEW HIGBEE,  
AND THE LAW FIRM OF HIGBEE  
& ASSOCIATES, APC AND  
CHRISTOPHER SADOWSKI

COUNTERCLAIM DEFENDANTS

DECLARATION OF MICHAEL LEVY

- 1 1. My name is Michael Levy. I am over the age of 18, and competent, and have personal  
2 knowledge of the matters set forth below.
- 3 2. I am the Managing Member of 4Internet, LLC. I am also the only person that works on  
4 and is familiar with the 4Internet web site, server, log files and server data.
- 5 3. I have populated a spreadsheet with data from the 4Internet server showing visits from  
6 Copypants from April 30 through October 4, 2018. A true and correct<sup>1</sup> copy of the  
7 spreadsheet is attached hereto as Exhibit “A.”
- 8 4. Column H of Exhibit A contains the user agent, which tells me both that the visit is from  
9 a “bot” and for most of the visits they include a copypants.com e-mail address.
- 10 5. The results within the sheet that do not reference Copypants are visits from systems that  
11 share the Copypants internet protocol (IP) addresses.
- 12 6. The visits from Copypants continued through October 4, 2018 when this data was  
13 downloaded. Visits are likely to have continued, but any change in the IP address and  
14 user agent would make it much more difficult to find. In other words, if the program  
15 were deployed from another location using a different computer setup, without the  
16 Copypants data, it would be very difficult to detect.
- 17 7. I also downloaded visits recorded from Higbee & Associates, a true and correct copy<sup>2</sup> of  
18 which I have attached as Exhibit “B.” Column J of this spreadsheet records the  
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23  
24 <sup>1</sup> Certain of the columns that have either data or data immaterial to this motion have been hidden  
25 for printing purposes.

26 <sup>2</sup> Certain of the columns that have either data or data immaterial to this motion have been hidden  
27 for printing purposes. The referrer strings for rows 114, 118, and 119 were exceptionally long  
28 and have been removed for printing purposes.

1 originating referrer string which is the website the visitor was on just before it visited the  
2 page when the session was created. This is the page that would be retrieved if you entered  
3 the content from Columns C and E into a web browser. The  
4 copyright.higbeeassociates.com domain in the referrer tells me that the visitor is an  
5 employee of Higbee & Associates and from their I can see the internet protocol addresses  
6 used to further identify other visits from Higbee & Associates employees.<sup>3</sup>

8 8. On March 25, 2019, I took screenshots from the cypants.com website, including two  
9 that detailed the close relationship between Cypants and Higbee & Associates. I have  
10 attached true and correct copies of those pages as Exhibit “C.” Since that time, the  
11 Cypants site appears to have been taken down.

13 9. Attached as Exhibit “D” are a screenshot of a Higbee & Associates website and a picture  
14 of a Higbee & Associates booth in which Higbee & Associates holds itself out as using  
15 “several leading search companies” as part of its service, and claims that a “team of  
16 technology and legal experts” will find unauthorized use of client images. To further  
17 authenticate the booth image, there is a video of Mr. Higbee in front of the booth that can  
18 be viewed at <https://www.youtube.com/watch?v=onGTLWe8k9U>.

20 10. Mathew Higbee has founded Image Defenders, a service that claims to provide  
21 essentially the same service as Cypants did. Screenshots of the About Us (located at  
22 <http://imagedefenders.com/about/>) and another Image Defenders page that describes that

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27 <sup>3</sup> It is certainly possible that the IP addresses are shared, but given the traffic and user data  
28 obtained, it appears that these addresses are related to Cypants.

1 it takes several weeks or a few months for the search engine to a deep dive to find  
2 infringing images (located at <http://imagedefenders.com/faq/>) are attached as Exhibit “E.”

3 11. Image Defenders also represents that after it uses “the technology of multiple search  
4 companies” the results are then reviewed by humans. I have attached a screenshot of this  
5 page as Exhibit “F” (located at <http://imagedefenders.com/faq/>).  
6

7 12. I declare under penalty of perjury under the laws of the United States of America that the  
8 foregoing is true and correct.  
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11 **SPACE LEFT INTENTIONALLY BLANK**  
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27 **[SIGNATURE ON NEXT PAGE]**  
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1 Executed on this the 6<sup>th</sup> day of June, 2019 under penalty of perjury.

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4 Michael A. Levy  
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	B	C	D	E	F	H	I	O	P	Q	R	S	T	U	V	W	X	Y
1	TimeStampVar	DomainName	Page	URL	IPAddress	UserAgent	HTTPReferer											
2	4/30/2018 14:26:43	4conservative.com	source	/source/nypost.com/?it=	52.184.164.235	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4conservative.com/source/nypost.com/?it=20&#38;pg=2&#38;ncat=											
3	4/30/2018 14:34:44	4conservative.com	source	/source/nypost.com/?it=	52.184.164.235	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4conservative.com/source/nypost.com/?it=20&#38;pg=2&#38;ncat=											
4	5/1/2018 21:10:48	4search.com	NA	/	52.184.164.235	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4search.com/											
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7	5/1/2018 21:10:55	4search.com	about	/about/	52.184.164.235	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4search.com/about/											
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59	6/11/2018 17:24:46	4christian.com	about	/about/	13.68.77.94	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4christian.com/about/											
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61	6/11/2018 17:24:48	4christian.com	source	/source/pregnancyhelpn	13.68.77.94	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4christian.com/source/pregnancyhelpnews.com/											
62	6/11/2018 17:24:49	4christian.com	about	/about/	52.179.138.23	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4christian.com/about/											
63	6/11/2018 17:24:51	4christian.com	source	/source/pregnancyhelpn	52.179.138.23	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4christian.com/source/pregnancyhelpnews.com/											
64	6/11/2018 17:24:51	4christian.com	item	/item/5720389/majority	13.68.77.94	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4christian.com/item/5720389/majority-of-americas-oppose-roe-v-wade-decision-legalizing-virtually,											
65	6/11/2018 17:24:52	4christian.com	item	/item/5720389/majority	52.179.138.23	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4christian.com/item/5720389/majority-of-americas-oppose-roe-v-wade-decision-legalizing-virtually,											
66	6/11/2018 17:25:10	4christian.com	privacy	/privacy/privacy-contact-	13.68.77.94	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4christian.com/privacy/privacy-contact-form.php											
67	6/11/2018 17:25:12	4christian.com	contact	/contact/	52.179.138.23	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4christian.com/contact/											
68	6/11/2018 17:25:14	4christian.com	privacy-contact-form	/privacy-contact-form/	13.68.77.94	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4christian.com/privacy-contact-form/											
69	6/11/2018 17:25:15	4christian.com	privacy	/privacy	52.179.138.23	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4christian.com/privacy											
70	6/11/2018 17:25:17	4christian.com	contact	/contact/	13.68.77.94	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4christian.com/contact/											
71	6/11/2018 17:25:18	4christian.com	copyright-notice	/copyright-notice/	52.179.138.23	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4christian.com/copyright-notice/		</									

	B	C	D	E	F	H	I	O	P	Q	R	S	T	U	V	W	X	Y
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73	6/11/2018 17:25:20	4christian.com	copyright-notice	/copyright-notice/	13.68.77.94	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4christian.com/copyright-notice/											
74	6/11/2018 17:25:21	4christian.com	privacy	/privacy/privacy-contact-	52.179.138.23	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4christian.com/privacy/privacy-contact-form.php											
75	6/11/2018 17:25:24	4christian.com	terms-of-use	/terms-of-use/	52.179.138.23	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4christian.com/terms-of-use/											
76	6/19/2018 23:39:51	4africanamerican.com	item	/item/5411543/rachel-do	13.77.86.223	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/64.0.3386.181 Safari/537.36	https://www.4africanamerican.com/item/5411543/rachel-do											
77	6/21/2018 23:13:21	4nascar.com	item	/item/5142816/2-charged	52.184.164.235	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/64.0.3386.181 Safari/537.36	https://www.4nascar.com/item/5142816/2-charged-in-death-of-sf-worker-crushed-by-forklift											
78	6/21/2018 23:13:22	4nascar.com	NA	/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/											
79	6/21/2018 23:13:23	4nascar.com	NA	/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/											
80	6/21/2018 23:13:26	4nascar.com	privacy	/privacy/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/privacy/											
81	6/21/2018 23:13:27	4nascar.com	privacy	/privacy/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/privacy/											
82	6/21/2018 23:13:28	4nascar.com	terms-of-use	/terms-of-use/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/terms-of-use/											
83	6/21/2018 23:13:29	4nascar.com	terms-of-use	/terms-of-use/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/terms-of-use/											
84	6/21/2018 23:13:30	4nascar.com	about	/about/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/about/											
85	6/21/2018 23:13:30	4nascar.com	about	/about/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/about/											
86	6/21/2018 23:13:33	4nascar.com	contact	/contact/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/contact/											
87	6/21/2018 23:13:34	4nascar.com	contact	/contact/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/contact/											
88	6/21/2018 23:13:37	4nascar.com	item	/item/6008397/nascar-di	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/item/6008397/nascar-disciplines-dad-for-helping-pull-son-out-of-burning											
89	6/21/2018 23:13:40	4nascar.com	item	/item/6008397/nascar-di	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/item/6008397/nascar-disciplines-dad-for-helping-pull-son-out-of-burning											
90	6/21/2018 23:13:40	4nascar.com	contact	/contact/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/contact/											
91	6/21/2018 23:13:42	4nascar.com	copyright-notice	/copyright-notice/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/copyright-notice/											
92	6/21/2018 23:13:43	4nascar.com	contact	/contact/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/contact/											
93	6/21/2018 23:13:44	4nascar.com	privacy	/privacy/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/privacy/											
94	6/21/2018 23:13:45	4nascar.com	copyright-notice	/copyright-notice/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/copyright-notice/											
95	6/21/2018 23:13:46	4nascar.com	terms-of-use	/terms-of-use/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/terms-of-use/											
96	6/21/2018 23:13:49	4nascar.com	privacy	/privacy/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/privacy/											
97	6/21/2018 23:13:51	4nascar.com	terms-of-use	/terms-of-use/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/terms-of-use/											
98	6/21/2018 23:13:52	4nascar.com	privacy	/privacy/privacy-contact-	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/privacy/privacy-contact-form.php											
99	6/21/2018 23:13:53	4nascar.com	privacy-contact-form	/privacy-contact-form/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/privacy-contact-form/											
100	6/21/2018 23:13:54	4nascar.com	privacy	/privacy/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/privacy/											
101	6/21/2018 23:13:54	4nascar.com	privacy	/privacy/privacy-contact-	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/privacy/privacy-contact-form.php											
102	6/21/2018 23:13:56	4nascar.com	partner	/partner/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/partner/											
103	6/21/2018 23:13:57	4nascar.com	advertise	/advertise/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/advertise/											
104	6/21/2018 23:13:58	4nascar.com	privacy-contact-form	/privacy-contact-form/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/privacy-contact-form/											
105	6/21/2018 23:14:00	4nascar.com	privacy	/privacy/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/privacy/											
106	6/21/2018 23:14:02	4nascar.com	partner	/partner/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/partner/											
107	6/21/2018 23:14:03	4nascar.com	advertise	/advertise/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4nascar.com/advertise/											
108	6/23/2018 7:10:13	4africanamerican.com	item	/item/5411543/rachel-do	13.68.77.94	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/64.0.3386.181 Safari/537.36	https://www.4africanamerican.com/item/5411543/rachel-do											
109	6/23/2018 20:16:06	4entertainment.com	item	/item/2252309/dominic-	52.179.155.58	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/64.0.3386.181 Safari/537.36	https://www.4entertainment.com/item/2252309/dominic-smith-arrives-at-work-early-and-gets-a-hit-											
110	6/23/2018 20:16:07	4entertainment.com	NA	/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4entertainment.com/											
111	6/23/2018 20:16:11	4entertainment.com	privacy	/privacy/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4entertainment.com/privacy/											
112	6/23/2018 20:16:13	4entertainment.com	terms-of-use	/terms-of-use/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4entertainment.com/terms-of-use/											
113	6/23/2018 20:16:15	4entertainment.com	contact	/contact/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4entertainment.com/contact/											
114	6/23/2018 20:16:17	4entertainment.com	about	/about/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4entertainment.com/about/											
115	6/23/2018 20:16:19	4entertainment.com	contact	/contact/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4entertainment.com/contact/											
116	6/23/2018 20:16:21	4entertainment.com	privacy	/privacy/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4entertainment.com/privacy/											
117	6/23/2018 20:16:24	4entertainment.com	copyright-notice	/copyright-notice/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4entertainment.com/copyright-notice/											
118	6/23/2018 20:16:27	4entertainment.com	privacy	/privacy/privacy-contact-	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4entertainment.com/privacy/privacy-contact-form.php											
119	6/23/2018 20:16:28	4entertainment.com	terms-of-use	/terms-of-use/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4entertainment.com/terms-of-use/											
120	6/23/2018 20:16:30	4entertainment.com	privacy-contact-form	/privacy-contact-form/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4entertainment.com/privacy-contact-form/											
121	6/23/2018 20:16:32	4entertainment.com	privacy	/privacy/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4entertainment.com/privacy/											
122	6/23/2018 20:16:34	4entertainment.com	partner	/partner/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4entertainment.com/partner/											
123	6/23/2018 20:16:36	4entertainment.com	add-website	/add-website/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4entertainment.com/add-website/											
124	6/23/2018 20:16:38	4entertainment.com	advertise	/advertise/	13.77.86.223	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4entertainment.com/advertise/											
125	6/24/2018 8:00:04	4conservative.com	item	/item/3054468/upstate-	52.184.164.235	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/64.0.3386.181 Safari/537.36	https://www.4conservative.com/item/3054468/upstate-voters-skeptical-of-cynthia-nixon-8217s-8216city8217-ties-new											
126	6/24/2018 14:12:16	4conservative.com	item	/item/4066629/donovan-	52.179.155.58	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/64.0.3386.181 Safari/537.36	https://www.4conservative.com/item/4066629/donovan-to-propose-bill-that-targets-sanctuary-city-funding/											
127	6/26/2018 18:42:55	4entertainment.com	item	/item/2140776/ja-rule-jo	40.84.50.112	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/64.0.3386.181 Safari/537.36	https://www.4entertainment.com/item/2140776/ja-rule-joins-nycha-residents-at-rally-for-better-living											
128	6/27/2018 1:35:16	4catholic.com	NA	/	52.184.165.232	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4catholic.com/											
129	6/27/2018 1:35:20	4catholic.com	terms-of-use	/terms-of-use/	52.184.165.232	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4catholic.com/terms-of-use/											
130	6/27/2018 1:35:22	4catholic.com	privacy	/privacy/	52.184.165.232	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4catholic.com/privacy/											
131	6/27/2018 1:35:24	4catholic.com	contact	/contact/	52.184.165.232	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4catholic.com/contact/											
132	6/27/2018 1:35:26	4catholic.com	about	/about/	52.184.165.232	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4catholic.com/about/											
133	6/27/2018 1:35:29	4catholic.com	source	/source/pregnancyhelpn	52.184.165.232	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4catholic.com/source/pregnancyhelpnews.com/											
134	6/27/2018 1:35:33	4catholic.com	source	/source/pregnancyhelpn	52.184.165.232	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4catholic.com/source/pregnancyhelpnews.com/?ncat=&off=12&it=12&nq=											
135	6/27/2018 1:35:39	4catholic.com	privacy	/privacy/privacy-contact-	52.184.165.232	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4catholic.com/privacy/privacy-contact-form.php											
136	6/27/2018 1:35:42	4catholic.com	privacy-contact-form	/privacy-contact-form/	52.184.165.232	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4catholic.com/privacy-contact-form/											
137	6/27/2018 1:35:43	4catholic.com	privacy	/privacy/	52.184.165.232	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4catholic.com/privacy/											
138	6/27/2018 1:35:45	4catholic.com	contact	/contact/	52.184.165.232	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4catholic.com/contact/											
139	6/27/2018 1:35:47	4catholic.com	privacy	/privacy/	52.184.165.232	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4catholic.com/privacy/											
140	6/27/2018 1:35:49	4catholic.com	copyright-notice	/copyright-notice/	52.184.165.232	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4catholic.com/copyright-notice/											



SER 0010



SER 0011

	B	C	D	E	F	H	I	O	P	Q	R	S	T	U	V	W	X	Y
285	7/29/2018 2:47:55	4conservative.com	foxnews.com	/foxnews.com/california-	52.179.138.23	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4conservative.com/foxnews.com/california-judge-forces-la-times-to-alter-story-about-detective-with-ties-to-mexican-mafia,											
286	7/29/2018 2:47:56	4conservative.com	chicago.cbslocal.com	/chicago.cbslocal.com/jury-	52.179.138.23	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4conservative.com/chicago.cbslocal.com/jury-verdict-no-reward-for-legrier-family-in-wrongful-death-lawsuit,											
287	7/29/2018 9:53:53	4libertarian.com	NA	/	52.179.155.58	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4libertarian.com/											
288	7/29/2018 9:53:57	4libertarian.com	privacy	/privacy/	52.179.155.58	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4libertarian.com/privacy/											
289	7/29/2018 9:53:58	4libertarian.com	terms-of-use	/terms-of-use/	52.179.155.58	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4libertarian.com/terms-of-use/											
290	7/29/2018 9:53:59	4libertarian.com	contact	/contact/	52.179.155.58	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4libertarian.com/contact/											
291	7/29/2018 9:54:00	4libertarian.com	about	/about/	52.179.155.58	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4libertarian.com/about/											
292	7/29/2018 9:54:02	4libertarian.com	thetruthaboutguns.com	/thetruthaboutguns.com	52.179.155.58	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4libertarian.com/thetruthaboutguns.com/											
293	7/29/2018 9:54:04	4libertarian.com	thetruthaboutguns.com	/thetruthaboutguns.com	52.179.155.58	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4libertarian.com/thetruthaboutguns.com/our-relationship-with-guns-has-changed-since-the-founding-of-the-republic,											
294	7/29/2018 9:54:07	4libertarian.com	thetruthaboutguns.com	/thetruthaboutguns.com	52.179.155.58	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4libertarian.com/thetruthaboutguns.com/scenes-from-nations-longest-running-nra-youth-shooting-camp-day-one,											
295	7/29/2018 9:54:15	4libertarian.com	thetruthaboutguns.com	/thetruthaboutguns.com	52.179.155.58	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4libertarian.com/thetruthaboutguns.com/19-pieces-of-edc-flair-everyday-carry-pocket-dump-of-the-day,											
296	7/29/2018 9:54:17	4libertarian.com	thetruthaboutguns.com	/thetruthaboutguns.com	52.179.155.58	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4libertarian.com/thetruthaboutguns.com/gun-owners-prudence-is-required-to-protect-second-amendment-freedoms,											
297	7/29/2018 9:54:25	4libertarian.com	thetruthaboutguns.com	/thetruthaboutguns.com	52.179.155.58	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4libertarian.com/thetruthaboutguns.com/thinking-big-about-edc-everyday-carry-pocket-dump-of-the-day,											
298	7/29/2018 9:54:32	4libertarian.com	thetruthaboutguns.com	/thetruthaboutguns.com	52.179.155.58	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	https://www.4libertarian.com/thetruthaboutguns.com/trimmed-down-for-summer-everyday-carry-pocket-dump-of-the-day,											
299	7/29/2018 13:21:39	4christian.com	theguardian.com	/theguardian.com/poet-	40.70.14.114	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4christian.com/theguardian.com/poet-hera-lindsay-bird-i-forget-about-the-sex-in-my-book-until-i-read-it-aloud,											
300	7/29/2018 13:21:41	4conservative.com	daily mail.co.uk	/daily mail.co.uk/ben-affleck-	40.70.14.114	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4conservative.com/daily mail.co.uk/ben-affleck-enjoys-stroll-with-girlfriend-lindsay-shookus,											
301	7/29/2018 13:21:42	4jewish.com	whatsonstage.com	/whatsonstage.com/robert-	40.70.14.114	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4jewish.com/whatsonstage.com/robert-lindsay-to-make-pantomime-debut-in-richmond/											
302	7/29/2018 13:21:43	4nascar.com	dailynews.com	/dailynews.com/all-about-	40.70.14.114	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	http://www.4nascar.com/dailynews.com/all-about-pechanga-resort-casinos-splashy-new-pool-complex/											
303	8/3/2018 17:35:20	4conservative.com	daily mail.co.uk	/daily mail.co.uk/jets-rob-	52.179.155.58	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4conservative.com/daily mail.co.uk/jets-robby-anderson-released-after-sexual-assault-threat/											
304	8/3/2018 18:26:20	4football.com	daily mail.co.uk	/daily mail.co.uk/mets-ste-	52.179.155.58	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4football.com/daily mail.co.uk/mets-steven-matz-to-be-evaluated-for-forearm-discomfort,											
305	8/3/2018 18:26:28	4baseball.com	foxsports.com	/foxsports.com/mets-ste-	52.179.155.58	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4baseball.com/foxsports.com/mets-steven-matz-to-be-evaluated-for-forearm-discomfort,											
306	8/4/2018 6:38:02	4conservative.com	thewrap.com	/thewrap.com/	40.70.14.114	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4conservative.com/thewrap.com/											
307	8/8/2018 13:22:54	4conservative.com	amny.com	/amny.com/j-marion-sims-	52.179.138.23	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4conservative.com/amny.com/j-marion-sims-racist-legacy-denounced-by-green-wood-cemetery-neighbors/											
308	8/9/2018 15:26:19	4search.com	counton2.com	/counton2.com/crews-work-	40.70.14.114	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4search.com/counton2.com/crews-work-to-repair-ruptured-gas-line-in-downtown-charleston,											
309	8/9/2018 16:25:43	4rightwing.com	infowars.com	/infowars.com/trans-pris-	40.70.14.114	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	http://www.4rightwing.com/infowars.com/trans-prisoner-sexually-assaulted-four-women-inmates-before-being-moved-to-a-male-prison											
310	8/9/2018 16:25:46	4search.com	kansascity.com	/kansascity.com/overland-	40.70.14.114	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4search.com/kansascity.com/overland-park-chiropractor-allegedly-sexually-assaulted-former-patient-hes-suspended,											
311	8/10/2018 4:37:46	4rightwing.com	townhall.com	/townhall.com/lawyers-ch-	52.179.155.58	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	http://www.4rightwing.com/townhall.com/lawyers-chase-of-simpson-over-70m-wrongful-death-judgment,											
312	8/10/2018 4:37:48	4search.com	yahoo.com	/yahoo.com/judge-reject-	52.179.155.58	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4search.com/yahoo.com/judge-rejects-jury39s-decision-in-legrier-wrongful-death-lawsuit-family-estate-awarded-no-damages,											
313	8/10/2018 4:37:50	4conservative.com	chicago.cbslocal.com	/chicago.cbslocal.com/jury-	52.179.155.58	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4conservative.com/chicago.cbslocal.com/jury-verdict-no-reward-for-legrier-family-in-wrongful-death-lawsuit,											
314	8/10/2018 4:37:51	4conservative.com	theguardian.com	/theguardian.com/unforgo-	52.179.155.58	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4conservative.com/theguardian.com/unforgotten-series-three-review-tvs-most-likable-detective-duo-is-back,											
315	8/10/2018 5:38:00	4rightwing.com	townhall.com	/townhall.com/lawyers-c-	13.77.86.223	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	http://www.4rightwing.com/townhall.com/lawyers-chase-of-simpson-over-70m-wrongful-death-judgment,											
316	8/10/2018 13:37:40	4conservative.com	daily mail.co.uk	/daily mail.co.uk/rose-mc-	40.70.14.114	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4conservative.com/daily mail.co.uk/rose-mcgowanharvey-weinstein-forced-oral-sex-masturbated/											
317	8/11/2018 0:29:37	4search.com	news.com.au	/news.com.au/taylors-ho-	52.184.164.235	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4search.com/news.com.au/taylors-horrifying-brush-with-stalker/											
318	8/11/2018 0:32:19	4search.com	news.com.au	/news.com.au/taylors-ho-	52.184.164.235	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4search.com/news.com.au/taylors-horrifying-brush-with-stalker/											
319	8/11/2018 13:24:22	4conservative.com	eurekalert.org	/eurekalert.org/avoided-	13.77.86.223	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4conservative.com/eurekalert.org/avoided-increases-of-extreme-heat-events-over-east-asia-by-05-degrees-c-less-warming,											
320	8/11/2018 15:00:31	4conservative.com	nj.com	/nj.com/yankees-3b-bran-	52.179.138.23	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4conservative.com/nj.com/yankees-3b-brandon-drury-rehabs-in-trenton-friday-sheffield-heads-to-scranton,											
321	8/14/2018 20:39:40	4search.com	autoblog.com	/autoblog.com/german-ne-	40.70.14.114	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4search.com/autoblog.com/german-neo-nazis-are-trying-to-infiltrate-daimler-union-says/											
322	8/17/2018 19:42:00	4conservative.com	daily mail.co.uk	/daily mail.co.uk/jets-rob-	52.179.155.58	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4conservative.com/daily mail.co.uk/jets-robby-anderson-released-after-sexual-assault-threat/											
323	8/18/2018 0:08:56	4conservative.com	india west.com	/india west.com/gursoach-	40.70.14.114	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4conservative.com/india west.com/gursoach-kaur-becomes-first-female-sikh-police-officer-in-new-york-city-to-wear-turban,											
324	8/18/2018 11:25:06	4shoes.com	NA	/	40.84.50.112	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4shoes.com/											
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326	8/18/2018 11:25:12	4shoes.com	terms-of-use	/terms-of-use/	40.84.50.112	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4shoes.com/terms-of-use/											
327	8/18/2018 11:25:14	4shoes.com	contact	/contact/	40.84.50.112	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4shoes.com/contact/											
328	8/18/2018 11:25:15	4shoes.com	about	/about/	40.84.50.112	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4shoes.com/about/											
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333	8/18/2018 11:25:23	4shoes.com	terms-of-use	/terms-of-use/	40.84.50.112	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4shoes.com/terms-of-use/											
334	8/18/2018 11:25:24	4shoes.com	privacy-contact-form	/privacy-contact-form/	40.84.50.112	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4shoes.com/privacy-contact-form/											
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337	8/18/2018 11:25:29	4shoes.com	add-website	/add-website/	40.84.50.112	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4shoes.com/add-website/											
338	8/18/2018 11:25:31	4shoes.com	advertise	/advertise/	40.84.50.112	Mozilla/5.0 (compatible; BotPants/1.0; Linux; +info@copypants.com) KHTML	http://www.4shoes.com/advertise/											
339	8/21/2018 15:25:20	4shoes.com	msn.com	/msn.com/real-nypd-cop-	52.184.165.232	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	http://www.4shoes.com/msn.com/real-nypd-cops-have-same-names-as-brooklyn-nine-nine-characters-behave-less-competently,											
340	8/21/2018 15:33:55	4search.com	upi.com	/upi.com/11-taxi-drivers-	52.184.164.235	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4search.com/upi.com/11-taxi-drivers-shot-and-killed-leaving-funeral-in-south-africa/											
341	8/21/2018 15:33:55	4search.com	rt.com	/rt.com/gunmen-shoot-de-	52.184.164.235	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4search.com/rt.com/gunmen-shoot-dead-11-taxi-drivers-in-ambush-in-south-africa/											
342	8/21/2018 16:23:25	4shoes.com	msn.com	/msn.com/real-nypd-cop-	40.84.50.112	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	http://www.4shoes.com/msn.com/real-nypd-cops-have-same-names-as-brooklyn-nine-nine-characters-behave-less-competently,											
343	8/22/2018 1:46:36	4rightwing.com	5280.com	/5280.com/a-storied-lake-	13.77.86.223	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	http://www.4rightwing.com/5280.com/a-storied-lakewood-home-heads-to-auction/											
344	8/22/2018 2:16:28	4search.com	daily mail.co.uk	/daily mail.co.uk/female-	40.70.14.114	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4search.com/daily mail.co.uk/female-tv-presenter-in-kuwait-is-suspended-after-calling-her-male-colleague-handsome-on-air,											
345	8/23/2018 2:33:35	4search.com	chron.com	/chron.com/sinkhole-in-s-	52.184.164.235	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4search.com/chron.com/sinkhole-in-southwest-houston-causes-traffic-delays-crews-work-to-repair,											
346	8/23/2018 2:33:35	4rightwing.com	news.com.au	/news.com.au/hidden-da-	52.184.164.235	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	http://www.4rightwing.com/news.com.au/hidden-dangers-lurking-on-your-commute/											
347	8/23/2018 22:47:00	4catholic.com	normantranscript.com	/normantranscript.com/	52.184.164.235	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4catholic.com/normantranscript.com/norman-grad-to-teach-english-in-spain-through-fulbright-program-grant,											
348	8/24/2018 5:47:35	4search.com	yahoo.com	/yahoo.com/judge-reject-	52.179.155.58	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko)	https://www.4search.com/yahoo.com/judge-rejects-jury39s-decision-in-legrier-wrongful-death-lawsuit-family-estate-awarded-no-damages,		</									

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356	9/6/2018 20:32:47	4conservative.com	refinery29.com	/refinery29.com/how-express-is-trying-to-make-its-retail-shops-relevant-again,	52.179.138.23	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/70.0.3538.102 Safari/537.36	https://www.4conservative.com/refinery29.com/how-express-is-trying-to-make-its-retail-shops-relevant-again,											
357	10/2/2018 9:23:44	4search.com	nydailynews.com	/nydailynews.com/state-senator-urges-gov-cuomo-to-veto-bill-creating-an-official-hymn-to-honor-veterans,	52.179.138.23	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/70.0.3538.102 Safari/537.36	https://www.4search.com/nydailynews.com/state-senator-urges-gov-cuomo-to-veto-bill-creating-an-official-hymn-to-honor-veterans,											
358	10/2/2018 11:14:25	4search.com	nydailynews.com	/nydailynews.com/dean-skelos-and-son-lose-bid-to-have-trial-moved-out-of-state,	52.179.138.23	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/70.0.3538.102 Safari/537.36	https://www.4search.com/nydailynews.com/dean-skelos-and-son-lose-bid-to-have-trial-moved-out-of-state,											
359	10/4/2018 14:30:30	4search.com	nydailynews.com	/nydailynews.com/council-to-introduce-bills-to-create-help-centers-for-struggling-taxi-drivers,	40.70.14.114	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/70.0.3538.102 Safari/537.36	https://www.4search.com/nydailynews.com/council-to-introduce-bills-to-create-help-centers-for-struggling-taxi-drivers,											
360	10/4/2018 18:38:59	4search.com	nydailynews.com	/nydailynews.com/driver-in-park-slope-death-of-two-kids-punched-in-rikers-island-assault-her-lawyer-claims	40.70.14.114	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/70.0.3538.102 Safari/537.36	https://www.4search.com/nydailynews.com/driver-in-park-slope-death-of-two-kids-punched-in-rikers-island-assault-her-lawyer-claims											
361	10/4/2018 18:39:00	4search.com	nypost.com	/nypost.com/city-redesigning-park-slope-street-where-motorist-mowed-down-kids,	40.70.14.114	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/70.0.3538.102 Safari/537.36	https://www.4search.com/nypost.com/city-redesigning-park-slope-street-where-motorist-mowed-down-kids,											
362	10/4/2018 18:39:01	4search.com	nypost.com	/nypost.com/city-redesigning-park-slope-street-where-motorist-mowed-down-kids,	40.70.14.114	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/70.0.3538.102 Safari/537.36	https://www.4search.com/nypost.com/city-redesigning-park-slope-street-where-motorist-mowed-down-kids,											
363	10/4/2018 18:39:12	4search.com	dailymail.co.uk	/dailymail.co.uk/pregnant-broadway-actress-ruthie-ann-miles-loses-her-unborn-baby,	52.179.138.23	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/70.0.3538.102 Safari/537.36	https://www.4search.com/dailymail.co.uk/pregnant-broadway-actress-ruthie-ann-miles-loses-her-unborn-baby,											
364	10/4/2018 18:40:09	4search.com	dailymail.co.uk	/dailymail.co.uk/pregnant-broadway-actress-ruthie-ann-miles-loses-her-unborn-baby,	52.179.138.23	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/70.0.3538.102 Safari/537.36	https://www.4search.com/dailymail.co.uk/pregnant-broadway-actress-ruthie-ann-miles-loses-her-unborn-baby,											
365	10/4/2018 18:40:10	4search.com	abcactionnews.com	/abcactionnews.com/st-pete-re-designing-milk-street-to-add-bike-lanes-crosswalks/	52.179.138.23	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/70.0.3538.102 Safari/537.36	https://www.4search.com/abcactionnews.com/st-pete-re-designing-milk-street-to-add-bike-lanes-crosswalks/											
366	10/4/2018 18:40:12	4search.com	patch.com	/patch.com/park-slope-listed-as-one-of-the-citys-most-lgbtq-friendly-hoods,	52.179.138.23	Mozilla/5.0 (X11; Linux x86_64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/70.0.3538.102 Safari/537.36	https://www.4search.com/patch.com/park-slope-listed-as-one-of-the-citys-most-lgbtq-friendly-hoods,											

**Exhibit**  
**B**



	B	C	D	E	F	J	N	O	P	Q	R	S	T
66	8/28/2018 12:22:37	4rightwing.com	nypost.com	/nypost.com/man-kills-wife-and-her-parents-in-triple-murder-suicide-cops/	173.198.35.188	NA							
67	8/28/2018 12:23:15	4rightwing.com	terms-of-use	/terms-of-use/	173.198.35.188	NA							
68	8/28/2018 12:23:31	4rightwing.com	copyright-notice	/copyright-notice/	173.198.35.188	NA							
69	8/28/2018 12:24:19	4christian.com	msn.com	/msn.com/brooklyn-rapper-releases-track-dedicated-to-bronx-15-year-old-killed-in-br	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
70	8/28/2018 12:24:40	4christian.com	terms-of-use	/terms-of-use/	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
71	8/28/2018 12:24:48	4christian.com	copyright-notice	/copyright-notice/	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
72	8/28/2018 12:25:24	4baseball.com	dailymail.co.uk	/dailymail.co.uk/pictured-father-who-shot-his-son-his-ex-wife-and-current-wife-in-tri	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
73	8/28/2018 12:26:14	4baseball.com	terms-of-use	/terms-of-use/	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
74	8/28/2018 12:26:20	4baseball.com	copyright-notice	/copyright-notice/	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
75	8/28/2018 12:26:48	4jewish.com	nypost.com	/nypost.com/man-kills-wife-and-her-parents-in-triple-murder-suicide-cops/	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
76	8/28/2018 12:26:59	4jewish.com	terms-of-use	/terms-of-use/	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
77	8/28/2018 12:27:05	4jewish.com	copyright-notice	/copyright-notice/	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
78	8/29/2018 13:43:30	4christian.com	yahoo.com	/yahoo.com/new-york-prosecutors-consider-charging-trump-organization-in-cohen-h	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=G2XPZ							
79	8/29/2018 18:46:32	4rightwing.com	patch.com	/patch.com/company-hiring-at-newark-airport-job-fair-on-thursday/	173.198.35.188	NA							
80	8/29/2018 18:46:57	4baseball.com	patch.com	/patch.com/company-hiring-at-newark-airport-job-fair-on-thursday/	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=JODW5							
81	8/30/2018 11:31:34	4baseball.com	nydailynews.com	/nydailynews.com/letitia-james-wants-more-info-on-aid-for-disabled-kids/	69.124.101.106	https://www.google.com/							
82	8/30/2018 11:32:00	4baseball.com	contact	/contact/	69.124.101.106	https://www.google.com/							
83	8/30/2018 11:32:07	4baseball.com	nydailynews.com	/nydailynews.com/letitia-james-wants-more-info-on-aid-for-disabled-kids/	69.124.101.106	https://www.google.com/							
84	8/30/2018 11:32:16	4baseball.com	privacy	/privacy/	69.124.101.106	https://www.google.com/							
85	8/30/2018 11:50:01	4catholic.com	nationalreview.com	/nationalreview.com/hhs-to-investigate-hawaii-over-forced-abortion-info/	69.124.101.106	https://www.google.com/							
86	8/30/2018 12:17:10	4entertainment.com	news.com.au	/news.com.au/millions-sold-for-robinia-pre-release/	69.124.101.106	https://www.google.com/							
87	8/30/2018 12:42:31	4conservative.com	nypost.com	/nypost.com/son-kills-newlywed-parents-ex-wife-in-murder-suicide/	69.124.101.106	https://www.google.com/							
88	8/30/2018 13:01:59	4rightwing.com	NA	/	173.198.35.188	NA							
89	8/30/2018 13:02:03	4rightwing.com	terms-of-use	/terms-of-use/	173.198.35.188	NA							
90	8/30/2018 13:02:14	4rightwing.com	copyright-notice	/copyright-notice/	173.198.35.188	NA							
91	8/30/2018 13:05:15	4baseball.com	NA	/	173.198.35.188	NA							
92	8/30/2018 13:05:24	4baseball.com	terms-of-use	/terms-of-use/	173.198.35.188	NA							
93	8/30/2018 13:05:41	4baseball.com	copyright-notice	/copyright-notice/	173.198.35.188	NA							
94	8/30/2018 13:06:19	4jewish.com	NA	/	173.198.35.188	NA							
95	8/30/2018 13:06:22	4jewish.com	terms-of-use	/terms-of-use/	173.198.35.188	NA							
96	8/30/2018 13:06:44	4jewish.com	copyright-notice	/copyright-notice/	173.198.35.188	NA							
97	8/30/2018 13:07:40	4jewish.com	contact	/contact/	173.198.35.188	NA							
98	8/30/2018 13:08:29	4catholic.com	NA	/	173.198.35.188	NA							
99	8/30/2018 13:08:36	4catholic.com	terms-of-use	/terms-of-use/	173.198.35.188	NA							
100	8/30/2018 13:08:40	4catholic.com	copyright-notice	/copyright-notice/	173.198.35.188	NA							
101	8/30/2018 13:09:57	4entertainment.com	NA	/	173.198.35.188	NA							
102	8/30/2018 13:10:15	4entertainment.com	copyright-notice	/copyright-notice/	173.198.35.188	NA							
103	8/30/2018 13:11:35	4christian.com	NA	/	173.198.35.188	NA							
104	8/30/2018 13:11:40	4christian.com	terms-of-use	/terms-of-use/	173.198.35.188	NA							
105	8/30/2018 13:11:56	4christian.com	copyright-notice	/copyright-notice/	173.198.35.188	NA							
106	8/30/2018 15:59:11	4rightwing.com	nypost.com	/nypost.com/man-kills-son-his-mother-and-himself-in-murder-suicide-cops/	176.16.151.251	NA							
107	8/30/2018 16:03:03	4rightwing.com	nypost.com	/nypost.com/man-kills-wife-and-her-parents-in-triple-murder-suicide-cops/	176.16.151.251	NA							
108	8/30/2018 16:06:20	4entertainment.com	nypost.com	/nypost.com/cops-id-one-of-five-men-arrested-for-brutal-mistaken-identity-slaying/	176.16.151.251	https://copyright.higbeeassociates.com/case_screening/edit/2EDXZ3							
109	8/30/2018 16:10:20	4christian.com	msn.com	/msn.com/brooklyn-rapper-releases-track-dedicated-to-bronx-15-year-old-killed-in-br	176.16.151.251	https://copyright.higbeeassociates.com/case_screening/edit/924985							
110	8/30/2018 16:13:30	4baseball.com	dailymail.co.uk	/dailymail.co.uk/pictured-father-who-shot-his-son-his-ex-wife-and-current-wife-in-tri	176.16.151.251	https://copyright.higbeeassociates.com/case_screening/edit/86RRPR							
111	8/30/2018 16:16:24	4catholic.com	nypost.com	/nypost.com/man-kills-himself-daughter-in-murder-suicide-after-kidnapping-cops/	176.16.151.251	https://copyright.higbeeassociates.com/case_screening/edit/1E00OW							
112	8/30/2018 16:19:18	4jewish.com	nypost.com	/nypost.com/man-kills-wife-and-her-parents-in-triple-murder-suicide-cops/	176.16.151.251	https://copyright.higbeeassociates.com/case_screening/edit/K6YYD4							
113	8/31/2018 16:09:24	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	69.124.101.106	https://www.google.com/							
114	8/31/2018 16:21:43	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	69.124.101.106	Removed for Printing Purposes							
115	8/31/2018 16:52:52	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	69.124.101.106	https://www.google.com/							
116	8/31/2018 18:01:17	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	69.124.101.106	NA							
117	8/31/2018 19:14:29	4rightwing.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	69.124.101.106	https://www.google.com/							
118	8/31/2018 19:15:10	4rightwing.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	69.124.101.106	Removed for Printing Purposes							
119	8/31/2018 19:35:48	4rightwing.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	69.124.101.106	Removed for Printing Purposes							
120	8/31/2018 21:22:19	4rightwing.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	69.124.101.106	NA							
121	9/1/2018 16:24:58	4entertainment.com	dailymail.co.uk	/dailymail.co.uk/woman-whose-boyfriend-tragically-died-claims-shes-having-sex-with	107.190.25.244	https://copyright.higbeeassociates.com/case_screening?claim_page=2							
122	9/2/2018 5:36:43	4entertainment.com	dailymail.co.uk	/dailymail.co.uk/woman-whose-boyfriend-tragically-died-claims-shes-having-sex-with	176.18.147.141	https://copyright.higbeeassociates.com/case_screening/edit/86LXZX							
123	9/2/2018 22:06:04	4search.com	dailymail.co.uk	/dailymail.co.uk/health-regulator-vic-police-to-share-info/	69.124.101.106	https://www.google.com/							
124	9/2/2018 22:06:48	4search.com	nydailynews.com	/nydailynews.com/five-suspects-in-custody-after-brutal-mistaken-identity-slay-of-bro	69.124.101.106	https://www.google.com/							
125	9/2/2018 22:07:15	4search.com	nypost.com	/nypost.com/cops-id-one-of-five-men-arrested-for-brutal-mistaken-identity-slaying/	69.124.101.106	https://www.google.com/							
126	9/2/2018 22:28:13	4conservative.com	nypost.com	/nypost.com/son-kills-newlywed-parents-ex-wife-in-murder-suicide/	69.124.101.106	https://copyright.higbeeassociates.com/case_screening?claim_page=2							
127	9/2/2018 22:29:01	4conservative.com	nypost.com	/nypost.com/son-kills-newlywed-parents-ex-wife-in-murder-suicide/	69.124.101.106	https://copyright.higbeeassociates.com/case_screening?claim_page=2							
128	9/2/2018 22:29:12	4conservative.com	nypost.com	/nypost.com/man-kills-wife-and-her-parents-in-triple-murder-suicide-cops/	69.124.101.106	https://copyright.higbeeassociates.com/case_screening?claim_page=2							
129	9/4/2018 12:25:47	4search.com	NA	/	173.198.35.188	NA							
130	9/4/2018 12:25:54	4search.com	terms-of-use	/terms-of-use/	173.198.35.188	NA							

	B	C	D	E	F	J	N	O	P	Q	R	S	T
131	9/4/2018 12:26:00	4search.com	copyright-notice	/copyright-notice/	173.198.35.188	NA							
132	9/4/2018 16:56:35	4rightwing.com	patch.com	/patch.com/company-hiring-at-newark-airport-job-fair-on-thursday/	98.15.141.150	NA							
133	9/4/2018 16:59:22	4baseball.com	patch.com	/patch.com/company-hiring-at-newark-airport-job-fair-on-thursday/	98.15.141.150	https://copyright.higbeeassociates.com/case_screening/?tab=client_review							
134	9/4/2018 17:26:39	4rightwing.com	nypost.com	/nypost.com/son-kills-newlywed-parents-ex-wife-in-murder-suicide/	173.198.35.188	NA							
135	9/4/2018 17:26:49	4rightwing.com	nypost.com	/nypost.com/man-kills-himself-daughter-in-murder-suicide-after-kidnapping-cops/	173.198.35.188	NA							
136	9/4/2018 17:27:03	4rightwing.com	upi.com	/upi.com/alabama-man-kills-wife-daughter-in-murder-suicide-police-say/	173.198.35.188	NA							
137	9/4/2018 17:27:19	4rightwing.com	foxnews.com	/foxnews.com/alabama-man-kills-wife-child-in-murder-suicide-2-other-children-injured-p	173.198.35.188	NA							
138	9/4/2018 17:27:43	4rightwing.com	msn.com	/msn.com/alabama-man-kills-wife-child-in-murder-suicide-2-other-children-injured-p	173.198.35.188	NA							
139	9/4/2018 17:28:11	4entertainment.com	foxnews.com	/foxnews.com/alabama-man-kills-wife-child-in-murder-suicide-2-other-children-injured-p	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
140	9/4/2018 17:28:26	4christian.com	ktvq.com	/ktvq.com/elderly-wyoming-man-kills-wife-attempts-suicide/	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
141	9/4/2018 17:28:46	4entertainment.com	cbsnews.com	/cbsnews.com/triple-murder-suspect-kills-himself-after-standoff-police-say/	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
142	9/4/2018 17:28:50	4christian.com	nypost.com	/nypost.com/son-kills-newlywed-parents-ex-wife-in-murder-suicide/	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
143	9/4/2018 17:28:59	4baseball.com	cbsnews.com	/cbsnews.com/triple-murder-suspect-kills-himself-after-standoff-police-say/	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
144	9/4/2018 17:29:12	4christian.com	nypost.com	/nypost.com/man-kills-himself-daughter-in-murder-suicide-after-kidnapping-cops/	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
145	9/4/2018 17:29:38	4christian.com	upi.com	/upi.com/alabama-man-kills-wife-daughter-in-murder-suicide-police-say/	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
146	9/5/2018 7:49:03	4rightwing.com	patch.com	/patch.com/company-hiring-at-newark-airport-job-fair-on-thursday/	110.54.240.66	NA							
147	9/5/2018 7:52:51	4rightwing.com	patch.com	/patch.com/company-hiring-at-newark-airport-job-fair-on-thursday/	110.54.240.66	NA							
148	9/5/2018 7:54:55	4baseball.com	patch.com	/patch.com/company-hiring-at-newark-airport-job-fair-on-thursday/	110.54.240.66	https://copyright.higbeeassociates.com/case_screening/edit/2EDK23							
149	9/5/2018 8:10:00	4baseball.com	patch.com	/patch.com/company-hiring-at-newark-airport-job-fair-on-thursday/	110.54.240.66	https://copyright.higbeeassociates.com/case_screening/edit/2EDK23							
150	9/5/2018 8:13:56	4baseball.com	patch.com	/patch.com/company-hiring-at-newark-airport-job-fair-on-thursday/	110.54.240.66	https://copyright.higbeeassociates.com/case_screening/edit/2EDK23							
151	9/5/2018 9:28:50	4search.com	nydailynews.com	/nydailynews.com/five-suspects-in-custody-after-brutal-mistaken-identity-slay-of-bro	110.54.240.66	https://copyright.higbeeassociates.com/case_screening/edit/PZNK35							
152	9/5/2018 10:23:01	4search.com	nydailynews.com	/nydailynews.com/five-suspects-in-custody-after-brutal-mistaken-identity-slay-of-bro	176.225.145.140	https://copyright.higbeeassociates.com/case_screening/edit/PZNK35							
153	9/5/2018 13:36:47	4rightwing.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	NA							
154	9/5/2018 13:36:52	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
155	9/5/2018 15:38:55	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
156	9/5/2018 18:26:26	4entertainment.com	newyorker.com	/newyorker.com/the-spectacular-personal-mythology-of-rammellzee/	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=GXPZ							
157	9/5/2018 20:01:55	4search.com	nydailynews.com	/nydailynews.com/five-suspects-in-custody-after-brutal-mistaken-identity-slay-of-bro	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/10N005							
158	9/5/2018 20:02:01	4catholic.com	nypost.com	/nypost.com/man-kills-himself-daughter-in-murder-suicide-after-kidnapping-cops/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/10N005							
159	9/5/2018 22:57:38	4rightwing.com	nypost.com	/nypost.com/son-kills-newlywed-parents-ex-wife-in-murder-suicide/	176.225.145.140	NA							
160	9/5/2018 23:01:55	4rightwing.com	nypost.com	/nypost.com/man-kills-himself-daughter-in-murder-suicide-after-kidnapping-cops/	176.225.145.140	NA							
161	9/5/2018 23:05:03	4rightwing.com	upi.com	/upi.com/alabama-man-kills-wife-daughter-in-murder-suicide-police-say/	176.225.145.140	NA							
162	9/5/2018 23:09:08	4rightwing.com	foxnews.com	/foxnews.com/alabama-man-kills-wife-child-in-murder-suicide-2-other-children-injured-p	176.225.145.140	NA							
163	9/5/2018 23:13:08	4rightwing.com	msn.com	/msn.com/alabama-man-kills-wife-child-in-murder-suicide-2-other-children-injured-p	176.225.145.140	NA							
164	9/5/2018 23:16:42	4entertainment.com	foxnews.com	/foxnews.com/alabama-man-kills-wife-child-in-murder-suicide-2-other-children-injured-p	176.225.145.140	https://copyright.higbeeassociates.com/case_screening/edit/DODY09							
165	9/5/2018 23:20:28	4christian.com	ktvq.com	/ktvq.com/elderly-wyoming-man-kills-wife-attempts-suicide/	176.225.145.140	https://copyright.higbeeassociates.com/case_screening/edit/YON155							
166	9/5/2018 23:23:53	4christian.com	nypost.com	/nypost.com/son-kills-newlywed-parents-ex-wife-in-murder-suicide/	176.225.145.140	https://copyright.higbeeassociates.com/case_screening/edit/YON155							
167	9/5/2018 23:27:55	4entertainment.com	cbsnews.com	/cbsnews.com/triple-murder-suspect-kills-himself-after-standoff-police-say/	176.225.145.140	https://copyright.higbeeassociates.com/case_screening/edit/DODY09							
168	9/6/2018 9:42:36	4baseball.com	cbsnews.com	/cbsnews.com/triple-murder-suspect-kills-himself-after-standoff-police-say/	176.225.145.140	https://copyright.higbeeassociates.com/case_screening/edit/4P8DM3							
169	9/6/2018 9:46:38	4christian.com	nypost.com	/nypost.com/man-kills-himself-daughter-in-murder-suicide-after-kidnapping-cops/	176.225.145.140	https://copyright.higbeeassociates.com/case_screening/edit/2E8102							
170	9/6/2018 9:51:13	4christian.com	upi.com	/upi.com/alabama-man-kills-wife-daughter-in-murder-suicide-police-say/	176.225.145.140	https://copyright.higbeeassociates.com/case_screening/edit/2E8102							
171	9/6/2018 13:22:16	4rightwing.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	NA							
172	9/6/2018 13:22:17	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
173	9/7/2018 13:04:27	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
174	9/7/2018 13:04:29	4rightwing.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	NA							
175	9/7/2018 15:21:58	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
176	9/7/2018 15:26:24	4jewish.com	contact	/contact/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
177	9/7/2018 15:26:28	4jewish.com	privacy	/privacy/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
178	9/7/2018 15:30:02	4jewish.com	terms-of-use	/terms-of-use/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
179	9/10/2018 11:56:16	4conservative.com	NA	/	173.198.35.188	NA							
180	9/10/2018 11:56:21	4conservative.com	terms-of-use	/terms-of-use/	173.198.35.188	NA							
181	9/10/2018 11:56:28	4conservative.com	copyright-notice	/copyright-notice/	173.198.35.188	NA							
182	9/10/2018 13:22:56	4rightwing.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	NA							
183	9/10/2018 13:22:56	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
184	9/10/2018 18:04:45	4rightwing.com	nypost.com	/nypost.com/cops-id-one-of-five-men-arrested-for-brutal-mistaken-identity-slaying/	173.198.35.188	NA							
185	9/11/2018 12:01:11	4conservative.com	nypost.com	/nypost.com/son-kills-newlywed-parents-ex-wife-in-murder-suicide/	37.16.177.248	https://copyright.higbeeassociates.com/case_screening/edit/N3RR5N							
186	9/11/2018 12:06:22	4conservative.com	nypost.com	/nypost.com/son-kills-newlywed-parents-ex-wife-in-murder-suicide/	37.16.177.248	https://copyright.higbeeassociates.com/case_screening/edit/N3RR5N							
187	9/11/2018 15:38:59	4entertainment.com	NA	/	173.198.35.188	NA							
188	9/11/2018 16:49:23	4rightwing.com	patch.com	/patch.com/company-hiring-at-newark-airport-job-fair-on-thursday/	173.198.35.188	NA							
189	9/11/2018 16:55:33	4catholic.com	nypost.com	/nypost.com/man-kills-himself-daughter-in-murder-suicide-after-kidnapping-cops/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/D2YWWW							
190	9/11/2018 16:56:51	4search.com	nydailynews.com	/nydailynews.com/five-suspects-in-custody-after-brutal-mistaken-identity-slay-of-bro	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/D2YWWW							
191	9/11/2018 16:58:33	4christian.com	msn.com	/msn.com/brooklyn-rapper-releases-track-dedicated-to-bronx-15-year-old-killed-in-b	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/D2YWWW							
192	9/11/2018 16:59:59	4christian.com	upi.com	/upi.com/alabama-man-kills-wife-daughter-in-murder-suicide-police-say/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/D2YWWW							
193	9/11/2018 17:00:11	4christian.com	nypost.com	/nypost.com/man-kills-himself-daughter-in-murder-suicide-after-kidnapping-cops/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/D2YWWW							
194	9/11/2018 17:00:11	4christian.com	ktvq.com	/ktvq.com/elderly-wyoming-man-kills-wife-attempts-suicide/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/D2YWWW							
195	9/11/2018 17:00:13	4christian.com	nypost.com	/nypost.com/son-kills-newlywed-parents-ex-wife-in-murder-suicide/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/D2YWWW							

	B	C	D	E	F	J	N	O	P	Q	R	S	T
196	9/11/2018 17:01:20	4christian.com	ktvq.com	/ktvq.com/elderly-wyoming-man-kills-wife-attempts-suicide/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/D2YWWW							
197	9/11/2018 17:03:13	4christian.com	nypost.com	/nypost.com/son-kills-newlywed-parents-ex-wife-in-murder-suicide/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/D2YWWW							
198	9/11/2018 17:04:13	4christian.com	nypost.com	/nypost.com/man-kills-himself-daughter-in-murder-suicide-after-kidnapping-cops/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/D2YWWW							
199	9/11/2018 17:07:32	4christian.com	upi.com	/upi.com/alabama-man-kills-wife-daughter-in-murder-suicide-police-say/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/D2YWWW							
200	9/11/2018 17:10:02	4jewish.com	nypost.com	/nypost.com/man-kills-wife-and-her-parents-in-triple-murder-suicide-cops/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/D2YWWW							
201	9/11/2018 17:12:44	4rightwing.com	nypost.com	/nypost.com/man-kills-son-his-mother-and-himself-in-murder-suicide-cops/	173.198.35.188	NA							
202	9/11/2018 17:14:47	4rightwing.com	nypost.com	/nypost.com/man-kills-wife-and-her-parents-in-triple-murder-suicide-cops/	173.198.35.188	NA							
203	9/11/2018 17:16:36	4rightwing.com	nypost.com	/nypost.com/son-kills-newlywed-parents-ex-wife-in-murder-suicide/	173.198.35.188	NA							
204	9/11/2018 17:21:20	4rightwing.com	nypost.com	/nypost.com/man-kills-himself-daughter-in-murder-suicide-after-kidnapping-cops/	173.198.35.188	NA							
205	9/11/2018 17:23:08	4rightwing.com	upi.com	/upi.com/alabama-man-kills-wife-daughter-in-murder-suicide-police-say/	173.198.35.188	NA							
206	9/11/2018 17:24:33	4rightwing.com	foxnews.com	/foxnews.com/alabama-man-kills-wife-child-in-murder-suicide-2-other-children-injure	173.198.35.188	NA							
207	9/11/2018 17:27:23	4rightwing.com	msn.com	/msn.com/alabama-man-kills-wife-child-in-murder-suicide-2-other-children-injured-p	173.198.35.188	NA							
208	9/13/2018 9:41:47	4entertainment.com	newyorker.com	/newyorker.com/the-spectacular-personal-mythology-of-rammellzee/	74.90.141.33	https://copyright.higbeeassociates.com/case_screening?claim_page=2							
209	9/13/2018 9:57:52	4christian.com	yahoo.com	/yahoo.com/new-york-prosecutors-consider-charging-trump-organization-in-cohen-h	74.90.141.33	https://copyright.higbeeassociates.com/case_screening?claim_page=2							
210	9/13/2018 9:59:04	4entertainment.com	newyorker.com	/newyorker.com/the-spectacular-personal-mythology-of-rammellzee/	110.54.232.66	https://copyright.higbeeassociates.com/case_screening/edit/EWOY69							
211	9/13/2018 10:03:22	4entertainment.com	newyorker.com	/newyorker.com/the-spectacular-personal-mythology-of-rammellzee/	110.54.232.66	https://copyright.higbeeassociates.com/case_screening/edit/EWOY69							
212	9/17/2018 12:29:55	4jewish.com	dailymail.co.uk	/dailymail.co.uk/pictured-father-who-shot-his-son-his-ex-wife-and-current-wife-in-tri	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
213	9/17/2018 12:30:11	4jewish.com	nydailynews.com	/nydailynews.com/mississippi-man-kills-1-year-old-daughter-and-himself-in-murder-s	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
214	9/17/2018 12:30:26	4conservative.com	dailymail.co.uk	/dailymail.co.uk/pictured-father-who-shot-his-son-his-ex-wife-and-current-wife-in-tri	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=1JX27							
215	9/23/2018 0:48:22	4search.com	dailymail.co.uk	/dailymail.co.uk/pictured-father-who-shot-his-son-his-ex-wife-and-current-wife-in-tri	37.42.196.74	NA							
216	9/23/2018 0:49:32	4conservative.com	cache	/cache/images/web/featured/thumbs/thenypost.files.wordpress.com/4152144-thum	37.42.196.74	https://copyright.higbeeassociates.com/case_screening/edit/PZPV25							
217	9/23/2018 0:49:42	4conservative.com	cache	/cache/images/web/featured/thumbs/thenypost.files.wordpress.com/4152144-thum	37.42.196.74	https://copyright.higbeeassociates.com/case_screening/edit/PZPV25							
218	9/23/2018 0:49:57	4conservative.com	cache	/cache/images/web/featured/thumbs/thenypost.files.wordpress.com/4152144-thum	37.42.196.74	https://copyright.higbeeassociates.com/case_screening/edit/PZPV25							
219	9/23/2018 0:50:10	4conservative.com	cache	/cache/images/web/featured/thumbs/thenypost.files.wordpress.com/4152144-thum	37.42.196.74	https://copyright.higbeeassociates.com/case_screening/edit/PZPV25							
220	9/24/2018 10:59:16	4conservative.com	cache	/cache/images/web/featured/thumbs/thenypost.files.wordpress.com/4152144-thum	173.198.35.188	https://www.4conservative.com/cache/images/web/featured/thumbs/thenypost.files.wordpress.com/4152144-thumb.jpg							
221	9/24/2018 14:47:09	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
222	9/24/2018 14:47:11	4jewish.com	NA	/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
223	9/24/2018 14:47:29	4jewish.com	jpost.com	/jpost.com/syrian-jihadists-to-state-position-on-idlib-deal-in-coming-days/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
224	9/24/2018 14:47:37	4jewish.com	NA	/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
225	9/24/2018 15:50:11	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553?tab=internal_tasks							
226	9/24/2018 15:50:33	4jewish.com	NA	/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553?tab=internal_tasks							
227	9/24/2018 15:50:52	4jewish.com	contact	/contact/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553?tab=internal_tasks							
228	9/24/2018 15:50:55	4jewish.com	partner	/partner/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553?tab=internal_tasks							
229	9/24/2018 15:51:00	4jewish.com	terms-of-use	/terms-of-use/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553?tab=internal_tasks							
230	9/24/2018 18:18:32	4search.com	dailymail.co.uk	/dailymail.co.uk/woman-whose-boyfriend-tragically-died-claims-shes-having-sex-with	24.120.9.114	NA							
231	9/24/2018 18:19:00	4search.com	NA	/	24.120.9.114	NA							
232	9/24/2018 18:19:12	4search.com	contact	/contact/	24.120.9.114	NA							
233	9/24/2018 18:19:17	4search.com	about	/about/	24.120.9.114	NA							
234	9/24/2018 18:32:14	4search.com	contact	/contact/	24.120.9.114	NA							
235	9/24/2018 18:32:25	4search.com	NA	/	24.120.9.114	NA							
236	9/26/2018 16:42:35	4entertainment.com	dailymail.co.uk	/dailymail.co.uk/woman-whose-boyfriend-tragically-died-claims-shes-having-sex-with	24.120.9.114	https://copyright.higbeeassociates.com/cases/edit/6P5O1O							
237	9/27/2018 15:36:08	4search.com	globalresearch.ca	/globalresearch.ca/the-mythology-of-erdogan-and-the-kurds-the-reorientation-of-the	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=G2XPZ							
238	9/29/2018 22:14:49	4search.com	nypost.com	/nypost.com/cops-id-one-of-five-men-arrested-for-brutal-mistaken-identity-slaying/	110.54.246.208	NA							
239	9/29/2018 22:18:43	4search.com	nypost.com	/nypost.com/cops-id-one-of-five-men-arrested-for-brutal-mistaken-identity-slaying/	110.54.246.208	NA							
240	9/29/2018 22:19:18	4search.com	dailymail.co.uk	/dailymail.co.uk/pictured-father-who-shot-his-son-his-ex-wife-and-current-wife-in-tri	110.54.246.208	NA							
241	9/29/2018 22:22:15	4search.com	nydailynews.com	/nydailynews.com/mississippi-man-kills-1-year-old-daughter-and-himself-in-murder-s	110.54.246.208	NA							
242	9/29/2018 22:24:48	4jewish.com	cache	/cache/images/web/featured/thumbs/thenypost.files.wordpress.com/4152144-thum	110.54.246.208	https://copyright.higbeeassociates.com/case_screening/edit/ONP8NE							
243	9/29/2018 22:26:06	4jewish.com	cache	/cache/images/web/featured/thumbs/thenypost.files.wordpress.com/4152144-thum	110.54.246.208	https://copyright.higbeeassociates.com/case_screening/edit/ONP8NE							
244	9/29/2018 22:28:34	4search.com	nydailynews.com	/nydailynews.com/mississippi-man-kills-1-year-old-daughter-and-himself-in-murder-s	110.54.246.208	NA							
245	9/30/2018 7:22:50	4search.com	dailymail.co.uk	/dailymail.co.uk/pictured-father-who-shot-his-son-his-ex-wife-and-current-wife-in-tri	110.54.246.208	NA							
246	10/1/2018 13:33:57	4search.com	nypost.com	/nypost.com/cops-id-one-of-five-men-arrested-for-brutal-mistaken-identity-slaying/	173.198.35.188	NA							
247	10/1/2018 13:34:30	4search.com	nypost.com	/nypost.com/cops-id-one-of-five-men-arrested-for-brutal-mistaken-identity-slaying/	173.198.35.188	NA							
248	10/1/2018 13:35:03	4search.com	nypost.com	/nypost.com/cops-id-one-of-five-men-arrested-for-brutal-mistaken-identity-slaying/	173.198.35.188	NA							
249	10/1/2018 13:36:47	4search.com	nypost.com	/nypost.com/cops-id-one-of-five-men-arrested-for-brutal-mistaken-identity-slaying/	173.198.35.188	NA							
250	10/1/2018 13:39:02	4search.com	dailymail.co.uk	/dailymail.co.uk/pictured-father-who-shot-his-son-his-ex-wife-and-current-wife-in-tri	173.198.35.188	NA							
251	10/1/2018 13:40:02	4search.com	news	/news/?ncat=	173.198.35.188	NA							
252	10/1/2018 13:40:09	4search.com	news	/news/?ncat=	173.198.35.188	NA							
253	10/1/2018 13:40:44	4search.com	nypost.com	/nypost.com/cops-id-one-of-five-men-arrested-for-brutal-mistaken-identity-slaying/	173.198.35.188	NA							
254	10/1/2018 13:41:33	4search.com	nypost.com	/nypost.com/cops-id-one-of-five-men-arrested-for-brutal-mistaken-identity-slaying/	173.198.35.188	NA							
255	10/1/2018 13:41:39	4search.com	nypost.com	/nypost.com/cops-id-one-of-five-men-arrested-for-brutal-mistaken-identity-slaying/	173.198.35.188	NA							
256	10/1/2018 13:42:16	4search.com	dailymail.co.uk	/dailymail.co.uk/pictured-father-who-shot-his-son-his-ex-wife-and-current-wife-in-tri	173.198.35.188	NA							
257	10/1/2018 13:42:22	4search.com	news	/news/?ncat=	173.198.35.188	NA							
258	10/1/2018 13:42:25	4search.com	news	/news/?ncat=	173.198.35.188	NA							
259	10/2/2018 13:53:27	4search.com	nydailynews.com	/nydailynews.com/mississippi-man-kills-1-year-old-daughter-and-himself-in-murder-s	173.198.35.188	NA							
260	10/9/2018 12:32:40	4search.com	dailymail.co.uk	/dailymail.co.uk/mums-fury-at-men-who-left-her-to-get-attacked-on-london-tube/	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=G2XPZ							

	B	C	D	E	F	J	N	O	P	Q	R	S	T
261	10/9/2018 12:32:52	4search.com	dailymail.co.uk	/dailymail.co.uk/tube-passenger-hunted-over-knife-threat-to-mother-and-baby-is-rev	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=G2XPZ							
262	10/11/2018 17:40:13	4search.com	rt.com	/rt.com/burundi-footballer-kung-fu-kicks-opponent-in-attempted-tackle-gone-wrong-	173.198.35.188	NA							
263	10/12/2018 12:52:00	4search.com	rt.com	/rt.com/burundi-footballer-kung-fu-kicks-opponent-in-attempted-tackle-gone-wrong-	107.190.25.244	NA							
264	10/17/2018 17:04:06	4search.com	nottinghampost.com	/nottinghampost.com/cyclist-rescues-baby-after-buggy-rolls-into-nottingham-canal/	173.198.35.188	https://copyright.higbeeassociates.com/case_screening/sighting_intake?filter_client_id=G2XPZ							
265	10/21/2018 16:58:22	4search.com	rt.com	/rt.com/burundi-footballer-kung-fu-kicks-opponent-in-attempted-tackle-gone-wrong-	107.190.25.244	NA							
266	10/21/2018 16:58:29	4search.com	rt.com	/rt.com/burundi-footballer-kung-fu-kicks-opponent-in-attempted-tackle-gone-wrong-	107.190.25.244	NA							
267	10/26/2018 13:40:55	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
268	10/26/2018 13:41:19	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
269	10/26/2018 13:41:21	4jewish.com	NA	/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
270	10/26/2018 13:41:31	4jewish.com	about	/about/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
271	10/26/2018 13:43:46	4jewish.com	NA	/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
272	10/26/2018 13:44:51	4jewish.com	about	/about/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
273	10/26/2018 13:45:28	4jewish.com	NA	/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
274	10/26/2018 13:46:24	4jewish.com	about	/about/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
275	10/26/2018 13:46:30	4jewish.com	NA	/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
276	10/26/2018 13:46:33	4jewish.com	privacy	/privacy/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
277	10/26/2018 13:46:52	4jewish.com	NA	/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
278	10/26/2018 13:46:55	4jewish.com	about	/about/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
279	10/26/2018 13:46:56	4jewish.com	NA	/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
280	10/26/2018 13:46:58	4jewish.com	terms-of-use	/terms-of-use/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
281	10/26/2018 13:47:30	4jewish.com	NA	/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
282	10/26/2018 13:51:32	4jewish.com	contact	/contact/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
283	10/26/2018 13:51:37	4jewish.com	NA	/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
284	10/26/2018 14:46:17	4jewish.com	about	/about/	173.198.35.188	https://www.4jewish.com/							
285	10/26/2018 14:46:43	4jewish.com	NA	/	173.198.35.188	https://www.4jewish.com/							
286	10/26/2018 14:46:56	4jewish.com	about	/about/	173.198.35.188	https://www.4jewish.com/							
287	10/26/2018 15:15:29	4rightwing.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	NA							
288	10/26/2018 15:15:31	4rightwing.com	NA	/	173.198.35.188	NA							
289	10/26/2018 15:18:42	4rightwing.com	about	/about/	173.198.35.188	NA							
290	10/26/2018 15:22:13	4rightwing.com	NA	/	173.198.35.188	NA							
291	10/26/2018 15:29:41	4rightwing.com	about	/about/	173.198.35.188	NA							
292	10/29/2018 22:38:02	4rightwing.com	foxnews.com	/foxnews.com/vornado-2q-earnings-snapshot/	69.124.101.106	https://www.google.com/							
293	11/5/2018 9:34:41	4rightwing.com	foxnews.com	/foxnews.com/vornado-2q-earnings-snapshot/	69.124.101.106	https://www.google.com/							
294	11/9/2018 22:05:03	4search.com	macon.com	/macon.com/scott-blamed-perdue-for-j-stars-loss-perdue-says-new-plan-a-great-out	69.124.101.106	https://www.google.com/							
295	11/9/2018 22:05:15	4search.com	tapinto.net	/tapinto.net/in-great-falls-rescue-paterson-fire-captain-scott-parkin-had-great-team-	69.124.101.106	https://www.google.com/							
296	11/9/2018 22:05:21	4search.com	tapinto.net	/tapinto.net/	69.124.101.106	https://www.google.com/							
297	11/9/2018 22:25:03	4entertainment.com	news	/news/?ncat=	69.124.101.106	https://www.google.com/							
298	11/14/2018 21:46:41	4search.com	hypebeast.com	/hypebeast.com/keith-haring-mural-discovered-in-amsterdam-after-30-years/	69.124.101.106	https://www.google.com/							
299	11/14/2018 21:47:20	4search.com	hypebeast.com	/hypebeast.com/keith-haring-mural-discovered-in-amsterdam-after-30-years/	69.124.101.106	https://www.google.com/							
300	11/15/2018 3:01:35	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	2600:1700:8490:	https://copyright.higbeeassociates.com/cases/edit/4RD553							
301	11/15/2018 3:01:38	4jewish.com	NA	/	2600:1700:8490:	https://copyright.higbeeassociates.com/cases/edit/4RD553							
302	11/15/2018 3:01:49	4rightwing.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	2600:1700:8490:	NA							
303	11/15/2018 3:01:52	4rightwing.com	NA	/	2600:1700:8490:	NA							
304	11/15/2018 3:01:57	4rightwing.com	NA	/	2600:1700:8490:	NA							
305	11/15/2018 3:02:13	4rightwing.com	terms-of-use	/terms-of-use/	2600:1700:8490:	NA							
306	11/15/2018 3:02:29	4rightwing.com	privacy	/privacy/	2600:1700:8490:	NA							
307	11/18/2018 17:53:24	4search.com	nydailynews.com	/nydailynews.com/geraldo-riveras-son-weighs-plea-offer-to-take-convicted-batterers	69.124.101.106	https://www.google.com/							
308	11/18/2018 17:53:38	4conservative.com	freerepublic.com	/freerepublic.com/geraldo-riveras-son-busted-for-choking-biting-ex-girlfriend/	69.124.101.106	https://www.google.com/							
309	11/26/2018 11:36:39	4entertainment.com	dailymail.co.uk	/dailymail.co.uk/woman-whose-boyfriend-tragically-died-claims-shes-having-sex-with	24.120.9.114	NA							
310	11/26/2018 11:39:58	4entertainment.com	NA	/	24.120.9.114	NA							
311	11/26/2018 11:40:07	4entertainment.com	contact	/contact/	24.120.9.114	NA							
312	11/26/2018 11:43:51	4entertainment.com	dailymail.co.uk	/dailymail.co.uk/woman-whose-boyfriend-tragically-died-claims-shes-having-sex-with	24.120.9.114	NA							
313	11/29/2018 15:42:03	4search.com	dailymail.co.uk	/dailymail.co.uk/pictured-father-who-shot-his-son-his-ex-wife-and-current-wife-in-tri	173.198.35.188	NA							
314	11/29/2018 15:42:13	4search.com	terms-of-use	/terms-of-use/	173.198.35.188	NA							
315	11/29/2018 15:42:40	4search.com	copyright-notice	/copyright-notice	173.198.35.188	NA							
316	11/29/2018 15:43:56	4search.com	terms-of-use	/terms-of-use/	173.198.35.188	NA							
317	11/29/2018 15:44:01	4search.com	NA	/	173.198.35.188	NA							
318	12/11/2018 16:50:14	4atl.com	source	/source/essence.com/	2600:1700:2890:	https://copyright.higbeeassociates.com/case_screening?claim_page=3							
319	12/13/2018 10:09:00	4search.com	globalresearch.ca	/globalresearch.ca/the-mythology-of-erdogan-and-the-kurds-the-reorientation-of-the	74.90.141.33	https://copyright.higbeeassociates.com/case_screening/?tab=client_review							
320	12/13/2018 10:09:05	4search.com	NA	/	74.90.141.33	https://copyright.higbeeassociates.com/case_screening/?tab=client_review							
321	1/8/2019 15:28:33	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
322	1/8/2019 15:28:36	4jewish.com	NA	/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
323	1/8/2019 15:28:42	4jewish.com	haaretz.com	/haaretz.com/whats-behind-the-snob-erdogan-gave-bolton-and-why-some-in-israel-a	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
324	1/8/2019 15:29:42	4jewish.com	NA	/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
325	1/8/2019 15:29:57	4jewish.com	jpost.com	/jpost.com/report-trump-is-scheduled-to-make-a-statement-on-us-mexico-wall/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							



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326	1/8/2019 15:32:04	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
327	1/8/2019 15:32:06	4jewish.com	NA	/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
328	1/8/2019 15:32:15	4jewish.com	news	/news/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
329	1/8/2019 15:32:26	4jewish.com	haaretz.com	/haaretz.com/israeli-president-warns-against-irresponsible-attacks-on-shin-bet-secu	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
330	1/8/2019 15:32:42	4jewish.com	news	/news/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
331	1/8/2019 15:32:44	4jewish.com	straitstimes.com	/straitstimes.com/oman-wins-notice-for-steering-middle-east-diplomacy-minefield/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
332	1/8/2019 15:33:37	4rightwing.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	NA							
333	1/8/2019 15:33:39	4rightwing.com	NA	/	173.198.35.188	NA							
334	1/8/2019 15:33:41	4rightwing.com	news	/news/	173.198.35.188	NA							
335	1/8/2019 15:33:44	4rightwing.com	timesofisrael.com	/timesofisrael.com/netanyahu-remains-preferred-pm-but-gantz-is-close-behind-pol-	173.198.35.188	NA							
336	1/8/2019 15:36:18	4search.com	dailymail.co.uk	/dailymail.co.uk/pictured-father-who-shot-his-son-his-ex-wife-and-current-wife-in-tri	173.198.35.188	NA							
337	1/8/2019 15:36:24	4search.com	dailymail.co.uk	/dailymail.co.uk/pictured-delaware-father-who-killed-his-wife-and-three-young-childr	173.198.35.188	NA							
338	1/8/2019 15:36:37	4search.com	NA	/	173.198.35.188	NA							
339	1/8/2019 15:36:45	4search.com	NA	/	173.198.35.188	NA							
340	1/8/2019 15:36:49	4search.com	cbsnews.com	/cbsnews.com/ex-felons-in-florida-begin-registering-to-vote-as-amendment-takes-eff	173.198.35.188	NA							
341	1/8/2019 19:53:49	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
342	1/8/2019 19:53:51	4jewish.com	NA	/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
343	1/8/2019 19:53:58	4jewish.com	about	/about/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
344	1/8/2019 19:54:26	4rightwing.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	NA							
345	1/8/2019 19:54:29	4rightwing.com	about	/about/	173.198.35.188	NA							
346	1/8/2019 20:21:15	4rightwing.com	privacy	/privacy/	173.198.35.188	http://www.4rightwing.com/about/							
347	1/8/2019 20:21:18	4rightwing.com	about	/about/	173.198.35.188	http://www.4rightwing.com/about/							
348	1/8/2019 20:21:19	4rightwing.com	terms-of-use	/terms-of-use/	173.198.35.188	http://www.4rightwing.com/about/							
349	1/8/2019 20:21:29	4rightwing.com	copyright-notice	/copyright-notice	173.198.35.188	http://www.4rightwing.com/about/							
350	1/8/2019 20:38:29	4rightwing.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	http://www.4rightwing.com/about/							
351	1/8/2019 20:38:31	4rightwing.com	NA	/	173.198.35.188	http://www.4rightwing.com/about/							
352	1/8/2019 20:39:38	4rightwing.com	about	/about/	173.198.35.188	http://www.4rightwing.com/about/							
353	1/8/2019 20:39:42	4rightwing.com	NA	/	173.198.35.188	http://www.4rightwing.com/about/							
354	1/8/2019 20:39:46	4rightwing.com	contact	/contact/	173.198.35.188	http://www.4rightwing.com/about/							
355	1/8/2019 20:39:49	4rightwing.com	NA	/	173.198.35.188	http://www.4rightwing.com/about/							
356	1/8/2019 20:40:06	4rightwing.com	terms-of-use	/terms-of-use/	173.198.35.188	http://www.4rightwing.com/about/							
357	1/8/2019 20:42:44	4rightwing.com	NA	/	173.198.35.188	http://www.4rightwing.com/about/							
358	1/8/2019 20:59:33	4rightwing.com	timesofisrael.com	/timesofisrael.com/uk-police-arrest-teenage-fan-over-anti-semitic-abuse-during-spur	173.198.35.188	http://www.4rightwing.com/about/							
359	1/9/2019 19:15:20	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
360	1/9/2019 19:15:22	4jewish.com	NA	/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
361	1/9/2019 19:21:32	4rightwing.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	NA							
362	1/9/2019 19:35:43	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
363	1/9/2019 19:35:48	4jewish.com	nypost.com	/nypost.com/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
364	1/9/2019 19:35:52	4jewish.com	NA	/	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
365	1/9/2019 19:36:04	4jewish.com	search	/search/?q=donald trump	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/4RD553							
366	1/10/2019 20:25:07	4jewish.com	NA	/	173.198.35.188	NA							
367	1/10/2019 20:28:16	4jewish.com	NA	/	173.198.35.188	NA							
368	1/10/2019 20:28:50	4jewish.com	NA	/	173.198.35.188	NA							
369	1/10/2019 20:28:51	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	NA							
370	1/10/2019 20:28:55	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	NA							
371	1/10/2019 20:29:02	4jewish.com	nypost.com	/nypost.com/	173.198.35.188	NA							
372	1/10/2019 20:29:09	4jewish.com	nypost.com	/nypost.com/director-secretly-screened-gay-themed-the-wedding-in-the-middle-east	173.198.35.188	NA							
373	1/10/2019 20:29:26	4jewish.com	zawya.com	/zawya.com/invesco-appoints-new-institutional-sales-director-in-the-middle-east/	173.198.35.188	NA							
374	1/10/2019 20:30:22	4jewish.com	nypost.com	/nypost.com/	173.198.35.188	NA							
375	1/10/2019 20:30:23	4jewish.com	nypost.com	/nypost.com/	173.198.35.188	NA							
376	1/10/2019 20:32:37	4jewish.com	NA	/	173.198.35.188	NA							
377	1/10/2019 20:32:44	4jewish.com	nypost.com	/nypost.com/	173.198.35.188	NA							
378	1/10/2019 20:33:03	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	NA							
379	1/10/2019 20:33:04	4jewish.com	nypost.com	/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-escape-new-york	173.198.35.188	NA							
380	1/10/2019 20:38:25	4search.com	patch.com	/patch.com/company-hiring-at-newark-airport-job-fair-on-thursday/	173.198.35.188	NA							
381	1/10/2019 20:39:04	4search.com	patch.com	/patch.com/company-hiring-at-newark-airport-job-fair-on-thursday/	173.198.35.188	NA							
382	1/10/2019 20:43:03	4baseball.com	cache	/cache/images/web/featured/thumbs/securea.mlb.com/3095195-thumb.jpg	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/2M1D8Z							
383	1/10/2019 20:43:10	4baseball.com	cache	/cache/images/web/featured/thumbs/securea.mlb.com/3095195-thumb.jpg	173.198.35.188	https://copyright.higbeeassociates.com/cases/edit/2M1D8Z							
384	1/21/2019 18:27:19	4search.com	newyorker.com	/newyorker.com/the-spectacular-personal-mythology-of-rammellzee/	173.198.35.188	NA							
385	1/28/2019 23:48:16	4search.com	rt.com	/rt.com/burundi-footballer-kung-fu-kicks-opponent-in-attempted-tackle-gone-wrong-	107.190.25.244	NA							
386	1/28/2019 23:48:23	4search.com	news.com.au	/news.com.au/everybody-was-kung-fu-buying/	107.190.25.244	NA							
387	1/28/2019 23:49:50	4search.com	rt.com	/rt.com/burundi-footballer-kung-fu-kicks-opponent-in-attempted-tackle-gone-wrong-	107.190.25.244	NA							



# Higbee & Associates Partnership; The Details

We've partnered with Higbee & Associates to pursue licensing cases on behalf of all of our users. To answer any additional questions you may have, here are the details.

## Images are prioritized

We have shortlisted images which are likely to be infringed and are likely to have a positive outcome in court. This will save you time when deciding which cases to pursue and insure a higher success rate. If there is an image that you would like to pursue that is not immediately shown to you, we are certainly willing to pursue that case. Simply submit a licensing request!

## Additional information will be needed

You will need to confirm the image is yours, and provide us some information that will help with the case, such as price of the image and registration information if you have registered the image. These two pieces will help the lawyers determine what to ask for when opening the case. Images *do not* need to be registered with the Copyright Office in order to be pursued, and we will still pursue cases if the image(s) has not been registered.

## Payment, Fees, etc.

Higbee & Associates will be pursuing all cases on contingency. Which means that you will not pay legal feels until, and unless the case is successful.

The fees will be 50% of the reward upon successful litigation or settlement. This is only charged after a successful case, unless you mislead your legal council in any way that leads to a loss.

Why 50%? For two reasons:

- First, we would like to be able to go after all cases, even the low value ones. In order to do this we need to have a higher rate to average it out.
- The second reason is because Copypants and Higbee are taking on the cost of protecting all of your images, and only receiving payment for the one's where you benefit.

Exhibit

C-1

- Copypants and Higbee are committed to acting professionally and with respect towards alleged infringers. In the end, we see them as your potential customers and we rather you have future customers, than past opponents.

If there is something that has not yet been answered, do not hesitate to contact our awesome support team; [support@copypants.com](mailto:support@copypants.com). We're excited to see the results that this partnership brings!

## 4 Comments



**Rocco Macri** on December 20, 2016 at 5:51 pm

Hi:

How do I send you images to search?

Reply



**copypants** on December 22, 2016 at 1:07 pm

Hi Rocco,

You agreed to be added to the list last month when the trial started. H&A is reviewing every image match from each of the users that signed up. The images that you've sync'd with us from your Instagram will be reviewed by the legal team.

Let us know if you'd like to make any changes.

Reply



**Rocco Macri** on December 20, 2016 at 5:51 pm

Hi:

How do I send you images to search?

Reply

**copypants** on December 22, 2016 at 1:07 pm



Hi Rocco,

You agreed to be added to the list last month when the trial started. H&A is reviewing every image match from each of the users that signed up. The images that you've sync'd with us from your Instagram will be reviewed by the legal team.

Let us know if you'd like to make any changes.

Reply

## Recent Posts

Important things to know; Copypants, Higbee & Associates, and Litigation

Copypants Chronicles: Undercutting your infringer

Copypants Chronicles: First Licensing Case

Licensing vs. Litigation

Getting started with Copypants



Copypants © 2018 All Rights Reserved



# Important things to know; Copypants, Higbee & Associates, and Litigation

So this is your first litigation case? That's super exciting! Sorry about the jerk stealing your image(s)! Or maybe it's not. Maybe you're here because you want to know how we handle litigation cases. Maybe you need some bedtime reading material... Sorry, this is going to be the most stimulating thing you've read all day!

Whether you've found this article yourself, or we've referred you here from a new case, the purpose here is to fully explain how we handle Litigation cases at Copypants. Strap in!

[What we need from you](#)

[When you're finished submitting the case request](#)

[Information about Higbee & Associates](#)

[H&A x Copypants Partnership](#)

[Payment & Fees](#)

[Privacy](#)

[When to use litigation](#)

First off, if we've referred you here from a case email, we probably need a couple things from you. To begin a litigation case, we need as much information about the image as possible. You can fill in the form via the link we provided in the email, or you can visit the case page that has been created for you under the Cases tab on the app.

We'll need:

- A signed Power of Attorney document
  - This will give Higbee & Associates the power to pursue your cases on your behalf, negotiate settlement amounts, and represent your in court.
- Your full legal name

Exhibit

C-2

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- Sorry, no usernames or aliases.
- The approximate date that you first published the image, online or otherwise
  - Month and Year are enough
- As much relevant information about the image as possible
  - Have you licensed this image before?
  - If so, how many times?
  - When?
  - On average, how much did you charge for licensing this image?
  - What kind of licensing rights were given to the publisher?
- The image's registration information
  - If you've registered the image with the U.S. copyright office we will need
    - The registration number
    - The date (day, month, year) that the image was registered
- Your desired settlement amounts
  - The initial amount in USD
    - This will be the proposed amount
  - The minimum settlement value in USD
    - This is the lowest value you will be willing to settle this case for

Once you've provided all this information your case can be submitted. Of course, if you are opening a litigation case on your own, all of this still applies. ***Your images do not need to be registered with the Copyright office to be pursued.*** The big benefit of registering your images is it allows you to sue for statutory damages and attorney fees.

The reason we require so much information is because it makes a MUCH stronger case. When you have all of your "i's" dotted, and your "t's" crossed, it leads to quicker settlements and less negotiations.

## What do you need to do when you're finished?

After you've finished submitting all the information you're finished! It's being taken care of from this point on. We will update you as soon as progress has been made on your case. Go ahead and relax, you've earned it!

In the event that your case goes to court, you will ***not*** need to be present in court. Higbee & Associates are acting on your behalf, and will represent you in court.

Again, ***you do not need to be present in court for these cases!*** Isn't that awesome!?

## Who is Higbee & Associates?

Higbee & Associates is a California based law firm that specializes in copyright. They provide a wide range of copyright related services designed to help creative professionals maximize their potential and protect their livelihood. They can help with everything from registration, licensing, enforcement— including pre-litigation negotiation, and litigation.

## What is H&A doing with Copypants?

Higbee & Associates is providing Litigation services for our users. All of their work is done on contingency. This means that they will accept and pursue your case with no upfront cost to you. The only time you will pay for this service is when your case wins. Payment is based on a percentage of your settlement and will be deducted once the case is closed. If your case does not settle, you pay **nothing**.

Two attorneys at Higbee & Associates will have the ability to review your results which include your image, the websites where they are found, and the contact information of the people using your content.

From time to time, they may suggest opening cases for certain matches that they believe have a high chance of settling.

## Payment & Fees

The fees will be 50%\* of the reward upon successful litigation or settlement. This is only charged after a successful case, unless you mislead your legal counsel in any way that leads to a loss.

Why 50%? For two reasons:

- First, we would like to be able to go after *all* cases, even the low value ones. In order to do this we need to have a higher rate to average it out.
- The second reason is because Copypants and Higbee are taking on the cost of protecting all of your images, and only receiving payment for the ones where you benefit.
- Copypants and Higbee are committed to acting professionally and respectfully towards the alleged infringers. In the end, we see them as your potential customers and we rather you have future customers, than past opponents.

***\*Fees are subject to change.***

## Privacy

Your privacy is important to us and none of your personal information or content will leave [Copypants.com](https://www.copypants.com). As mentioned before, two attorneys will have access to information about your matches, including the location, and the contact information of the publisher.

## When should you open a Litigation case?

We suggest using the Litigation action when:

- You've had trouble contacting this publisher in the past
- This image is particularly valuable, and a quickly closed case is important
- You are asking a large licensing fee
  - Unfortunately it is common for publishers to simply ignore the licensing request, and in place take an image down, thinking they will not have to pay. This is not the case. Once legal counsel is involved, your case will continue to be pursued even if the image has been removed.
- If this is an important image of yours and it is being used commercially by a big organization, Litigation is the best option.

As always, if you have any further questions or need some clarification please leave a comment or email [support@copypants.com](mailto:support@copypants.com), and our awesome team will be thrilled to assist you!

## Recent Posts

Important things to know; Copypants, Higbee & Associates, and Litigation

Copypants Chronicles: Undercutting your infringer

Copypants Chronicles: First Licensing Case

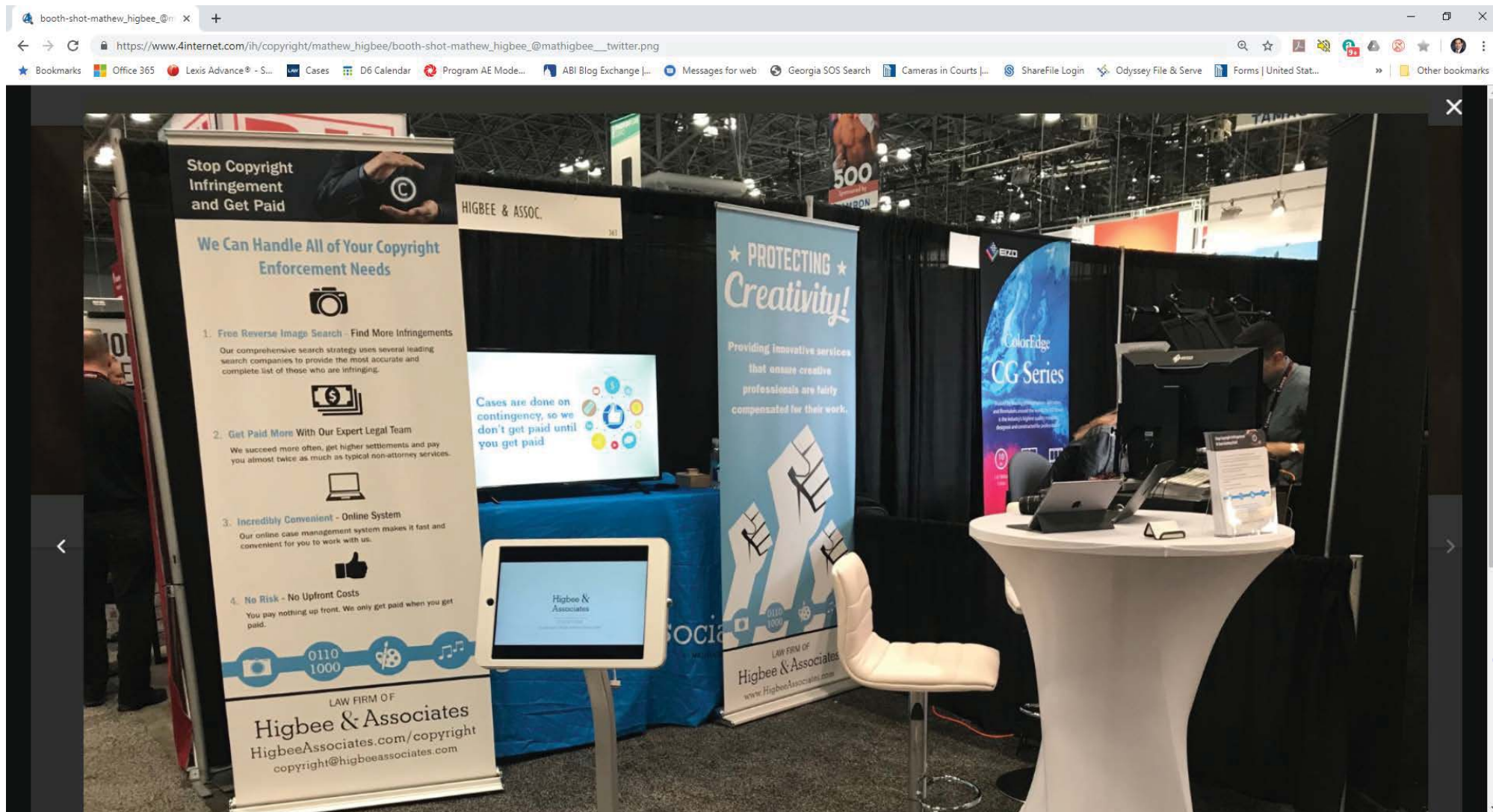
Licensing vs. Litigation

Getting started with Copypants



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SER 0027

Higbee & Associates Copyright

https://www.higbeeassociates.com/copyright/

Bookmarks Office 365 Lexis Advance® - S... Cases D6 Calendar Program AE Mode... ABI Blog Exchange |... Messages for web Georgia SOS Search Cameras in Courts |... ShareFile Login Odyssey File & Serve Forms | United Stat... Other bookm...

**PROFESSIONALS**  
Higbee & Associates  
A NATIONAL LAW FIRM

ABOUT THE LAW FIRM CONTACT NEWS SIGN UP ONLINE NOW LOGIN

## A Trusted Name in Copyright Law

Avvo<sup>®</sup> SUPERB BBB<sup>®</sup> RATING A+ TrustLink<sup>®</sup> ★★★★★ Inc.500<sup>®</sup>

### COPYRIGHT REGISTRATION

Simple, fast and affordable solutions to maximize your protection by registering all of your work with the US Copyright office.

CALL US

### LEGAL & BUSINESS ADVICE

Expert legal and business advice to make sure your passion and talent are providing you a profitable and stress-free career.

CALL US

### COPYRIGHT ENFORCEMENT

A team of technology and legal experts who will find unauthorized use of your work and get you paid-typically twice as much as competing services.

READ MORE

**Learn More About Higbee & Associates Copyright Division**

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SER 0028

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About | Image Defenders

imageDEFENDERS

How It Works FAQ About Contact Sign In

Why does your bottom line keep dwindling even though image use on the Internet is on the rise? The fact is, more images are being stolen from professional creators than ever before. Chances are, your images are being used right now without permission or compensation.

Loss prevention strategies are important to every business— they are especially important in the photography business where images are so easily and frequently stolen.

Do you want to see how you can implement a loss prevention strategy that reduces unauthorized use of your images while dramatically increasing your revenue?

Many photographers are more than doubling their annual revenue by outsourcing their loss prevention. With the help of Image Defenders we can show you how to create this revenue stream.

Photographer and entrepreneur Michael Grecco and copyright attorney Mathew Higbee founded Image Defenders after working together successfully to take control of Michael's image rights and win numerous cases resulting in Michael getting compensated for his work.

Michael Grecco

Mathew Higbee

Exhibit

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exhibitsicker.com

SER 0029



FAQ | Image Defenders

imageDEFENDERS

How It Works **FAQ** About Contact

Sign In

## Frequently Asked Questions

### The Service

- + How do I sign up?
- + Do I have any financial risk?
- × How long does it take for a case to be solved?
 

It takes several weeks or a few months for the search engine to do a "deep dive" to find your work on the Internet, then it usually takes a few months from initial contact with the infringer to settling a case and receiving payment. Cases worth litigating might take longer, they could potentially be over a year, but we calculate their value and will discuss all long terms plans with you.
- + What are your fees?
- + How Are Non-US Cases Handled

### The Dashboard

- + How do I upload my pictures?
- + How many images can I upload?
- + What size do the images need to be?
- + How are the found images filtered?

Exhibit

E-2

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SER 0030

FAQ | Image Defenders

imageDEFENDERS

How It Works | **FAQ** | About | Contact

Sign In

## Frequently Asked Questions

### The Service

- + How do I sign up?
- + Do I have any financial risk?
- + How long does it take for a case to be solved?
- + What are your fees?
- + How Are Non-US Cases Handled

### The Dashboard

- + How do I upload my pictures?
- + How many images can I upload?
- + What size do the images need to be?
- × How are the found images filtered?

Our reverse image search leverages the technology of multiple search companies. This provides the best possible results. We then have humans review the results before we present them to you with a recommendation to pursue the claim. We value your time and do not want to waste your time having to review results for claims that are not pursuable or false-positives.

Don't wait to start recovering lost fees...  
Get in touch with us to get your account started.

Contact Us Today!

Exhibit

F

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(714) 597-6729 facsimile  
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Las Vegas, Nevada 89141  
Telephone: (702) 366-1900  
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[ryan@isenberg-hewitt.com](mailto:ryan@isenberg-hewitt.com)

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

ROBERT MILLER,

PLAINTIFF,

V.

4INTERNET, LLC AND  
JOHN DOES 1-10

DEFENDANTS.

AND

4INTERNET, LLC

COUNTERCLAIMANT

V.

CIVIL ACTION FILE

NO. 2:18-cv-02097-JAD-VCF

JOINT MOTION TO CONTINUE  
DISCOVERY STAY

ROBERT MILLER, ET. AL.  
COUNTERCLAIM DEFENDANTS

COME NOW, all parties to the above-styled action, and file this Motion to Continue the Stay of Discovery as follows:

1. The Court held a conference with the parties on May 1, 2019, and by agreement of the parties, the Court stayed discovery pending the outcome of Motion to Dismiss Defendant's Counterclaim. The Court contemplated that the parties would file a discovery plan and scheduling order within two weeks of the disposition of said motion (Doc. 24).
2. The motion was granted on January 8, 2020, but with leave to amend (Doc. 39).
3. 4Internet filed its amended counterclaim on January 19, 2020 (Doc. 40).
4. On February 9, 2020, the Counterclaim Defendants file a Motion to Dismiss the Amended Counterclaim (Doc. 41).
5. The parties respectfully request that the Court continue the May 1 minute order, and stay discovery and require the parties to submit a proposed discovery plan and scheduling order within two weeks of the Court's ruling on the Motion to Dismiss the Amended Counterclaim.

WHEREFORE, the parties jointly move that the Court stay discovery and require the parties to submit a proposed discovery plan and scheduling order within two weeks of the Court's ruling on the Motion to Dismiss the Amended Counterclaim.

[Signatures on next page]

1 Dated: February 21, 2020

Respectfully submitted,

2 /s/ Mathew K. Higbee

3 Mathew K. Higbee, Esq.

4 Nevada Bar No. 11158

HIGBEE & ASSOCIATES

3481 E Sunset Rd., Suite 100

5 Las Vegas, NV 89120

6 (714) 617-8350

(714) 597-6729 facsimile

7 *Counsel for Plaintiff and Counterclaim Defendants*

8 Dated: February 21, 2020

Respectfully submitted,

9 /s/ Ryan Isenberg

10 Ryan Isenberg, Esq.

11 Georgia Bar No. 384899

*Pro Hac Vice*

ISENBERG & HEWITT, P.C.

12 600 Embassy Row, Suite 150

13 Atlanta, GA 30328

14 (770) 351-4400

(779) 828-0100 facsimile

15 *Counsel for Defendant*

16 **Certificate of Service**

17 This is to certify that I have this day served the within and foregoing Motion to Continue  
18 Stay of Discovery upon Plaintiff and Counterclaim Defendants by filing the same using the  
19 CM\ECF system, which will generate notice to the following counsel of record:

20 Mathew K. Higbee, Esq.  
21 HIGBEE & ASSOCIATES  
22 3481 E Sunset Rd., Suite 100  
23 Las Vegas, NV 89120

24 /s/ Ryan Isenberg



1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF NEVADA

3 \*\*\*

4 ROBERT MILLER,

5 Plaintiff,

6 vs.

7 4INTERNET, LLC,

8 Defendants.

2:18-cv-02097-JAD-VCF

**ORDER**

9 Before the Court is the Joint Motion to Continue Discovery Stay (ECF No. 42).

10 On May 1, 2019, the court held a discovery hearing and ordered the parties to submit a proposed  
11 discovery plan and scheduling order by May 21, 2019, if no motion to dismiss is filed. If the motion to  
12 dismiss is filed, the parties are to submit the proposed discovery plan and scheduling order two weeks  
13 after the decision on the motion to dismiss. (ECF NO. 24).

14 Miller's Motion to Dismiss Amended Counterclaims (ECF No. 41) is pending before the court.

15 The parties request that the court stay discovery and that the proposed discovery plan and  
16 scheduling order be due within two weeks after the court's decision on the Motion to Dismiss the  
17 Amended Counterclaim. (ECF NO. 42).

18 Accordingly,

19 IT IS HEREBY ORDERED that Joint Motion to Continue Discovery Stay (ECF No. 42) is  
20 GRANTED.

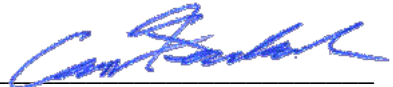
21 IT IS FURTHER ORDERED that discovery is STAYED until 14 days after the court's decision on  
22 the Motion to Dismiss the Amended Counterclaim (ECF No. 42).

23 IT IS FURTHER ORDERED that the parties must file a proposed discovery plan and scheduling  
24 order 14 days after the court's decision on the Motion to Dismiss the Amended Counterclaim (ECF No.  
25 42).

SER 0035

1 IT IS FURTHER ORDERED that a status hearing is scheduled for 10:30 AM, October 14, 2020,  
2 in Courtroom 3D.

3 DATED this 25th day of February, 2020.

4   
5 CAM FERENBACH  
6 UNITED STATES MAGISTRATE JUDGE  
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SER 0036

## **Exhibit A-7**

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### **Miller Depo. 11 (Miller Resp. to ROGS)**

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

ROBERT MILLER,

Plaintiff(s),

v.

4INTERNET, LLC; and DOES 1 through  
10 inclusive,

Defendant.

**CIVIL ACTION NO.**

2:18-cv-02097-JAD-VCF

**PLAINTIFF'S SUPPLEMENTAL  
RESPONSES TO DEFENDANT'S FIRST  
SET OF INTERROGATORIES**

**PLAINTIFF'S SUPPLEMENTAL RESPONSES TO DEFENDANT'S FIRST SET  
OF INTERROGATORIES**

Plaintiff Robert Miller hereby submits these supplemental responses to Defendant  
4Internet LLC for the First Set of Interrogatories pursuant to the Local Rules and Fed. R. Civ. P.  
26(b).

**GENERAL RESPONSES**

Responding Party submits these responses subject to, without waiver of, and expressly preserving, the right at any time to amend, revise, correct, supplement, or clarify any of the objections and responses herein at any time, up to and including trial. Responding Party also submits these responses subject to, without waiver of, and expressly preserving: (a) any objections as to the competency, relevance, materiality, privilege, or admissibility of any of the responses or any of the documents identified in any response hereto; (b) the right to object to other discovery procedures involving or relating to the subject matter of the responses herein; (c) the right to object on any ground, at any time, to such other or supplemental Interrogatories Propounding Party may at any time propound, involving or relating to the subject matter of the

**Exhibit**

**11**

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PLAINTIFF'S SUPPLEMENTAL RESPONSES TO DEFENDANT'S ROGS

First Set of Interrogatories. Responding Party hereby expressly preserves all rights, remedies and recourse against Propounding Party with respect to discovery and otherwise. Inadvertent production, revelation or identification of privileged information by Responding Party is not a waiver of any applicable privilege.

Additionally, Responding Party has not completed investigation of the facts and documents relating to this action and has not completed trial preparation. Consequently, Responding Party responds to each Request for Production to the best of Responding Party's present, existing knowledge. Responding Party reserves the right to amend, revise, correct, supplement, or clarify any of the objections and responses herein pursuant to any facts or information gathered at any time subsequent to the date of this response. Moreover, the responses contained herein are not intended to and shall not preclude Responding Party from making any contentions or relying upon any facts or documents at trial, whether or not identified or relied upon herein, which result from subsequently discovered information and/or evidence.

#### **GENERAL OBJECTIONS**

Responding Party makes the following general objections with respect to the information and/or the documents that may be produced:

1. Responding Party objects to each request to the extent that it requests information subject to the attorney-client privilege, work product doctrine, or any other applicable privilege and Responding Party will not produce such information. To the extent any information is inadvertently produced, such production is not intended as any waiver of the attorney-client privilege or any applicable privilege.
2. Responding Party objects to the requests on the ground that the information and/or documents sought are not relevant to the subject matter of this action and do not fall within the scope of discoverable evidence as set forth in the Federal Rules of Civil Procedure.
3. Responding Party objects to the requests on the ground that the requests are overbroad, vague and ambiguous.

4. Responding Party objects to the requests on the ground that the requests seek information and/or documents that are equally available to the requesting party, its agents, privies and assigns.
5. Responding Party reserves the right to object to the introduction into evidence, at the trial or arbitration or any other proceeding, of any information and/or documents produced pursuant to the requests on any ground, including, without limitation, applicable privilege, competence, relevance, materiality, propriety information and admissibility.
6. Responding Party objects to the requests on the ground that the information and/or documents requested have been previously produced and/or made available in this litigation or prior to this litigation.
7. Responding Party objects to the requests on the ground that the individual requests are compound, conjunctive or disjunctive.
8. Responding Party objects to the requests on the ground that the individual requests are not complete in and of themselves and are, therefore, impermissible.
9. Responding Party objects to the requests on the ground that the individual requests call for a legal conclusion or an expert opinion.
10. Nothing herein shall be construed as an admission respecting the admissibility, truth, authenticity, accuracy or relevance of any documents.

### **RESPONSES TO INTERROGATORIES**

**ROG 1:** Describe in detail the nature and length of your relationship with Christopher Sadowski, and include a description of any written agreement(s).

**RESPONSE:** Plaintiff has been working with Christopher Sadowski since 2017. Mr. Sadowski helps Plaintiff keep track of his intellectual property. Plaintiff has no written agreements with Mr. Sadowski.

**ROG 2:** Describe in detail the nature and length of your relationship with the New York Post, and include a description of any written agreement(s).

**RESPONSE:** Plaintiff began working with the New York Post as a photojournalist since 2001, and has an agreement with the New York that best describes this relationship and the day rate he receives. This agreement was included with the first production.

**ROG 3:** Identify each person at the New York Post that you have communicated with since January 1, 2017 in relation to photographs you are credited as having taken that are published on the New York Post website.

**RESPONSE:** Plaintiff objects in that this request is overbroad and not relevant to any claims or defenses raised in this lawsuit, in any event Plaintiff identifies two individuals: Chad Rachman who is an editor at the New York Post that sent him on assignment for the goat picture. An e-mail exchanged between Mr. Rachman and Plaintiff is included in the supplemental production. The second individual is Ariel Ramirez who was formally an editor with the New York Post, but has left since the pandemic hit. Plaintiff does not know the whereabouts of this individual now.

**ROG 4:** Identify each person or entity that asked you about licensing or buying the goat picture.

**RESPONSE:** Apart from the New York Post, no other entity has asked Plaintiff about licensing or buying the goat picture.

**ROG 5:** Identify each person who has information regarding any value you seek to attribute to the goat picture.

**RESPONSE:** Apart from any unidentified expert at this time who can speak to the industry standard for assessing value, Plaintiff determines the value attributed to the goat picture.

**ROG 6:** Identify each person or entity to whom or which you have sent a letter asserting a claim for copyright infringement from January 1, 2015 to the present.



**RESPONSE:** Plaintiff objects that any letters sent to third parties are overbroad and not relevant to this lawsuit.

**ROG 7:** Identify the license value of the goat picture as of August 31, 2018, and describe all factors and documents used to calculate that amount.

**RESPONSE:** Plaintiff receives a day rate from the New York Post, which does not accurately convey the value of his work, as he is paid that same rate whether he takes a thousand pictures when on assignment or none. Since there are no other licenses for the goat picture, Plaintiff is producing a comparable license of \$1700, which he feels accurately reflects the value of his work.

**ROG 8:** Identify each “major media outlet,” other than those listed in Paragraph 12 of your Complaint, to which you have licensed or sold photos.

**RESPONSE:** Plaintiff objects that information regarding other media outlets other than those listed in Paragraph 12 of the Complaint is overbroad and not relevant to this lawsuit. In any event, Plaintiff adds that he has sold or licensed his pictures to ABC News, the Village Voice, El Mundo Internacional, Time Out NY, and New York Magazine, and has worked with the agencies, Polaris and Splash News.

**ROG 9:** Describe any and all changes you made to the goat picture, including to the EXIF (Exchangeable Image File Format) data, after it was taken.

**RESPONSE:** There were no changes made to the goat picture.

**ROG 10:** Identify the MD5 hash values for the goat picture

- a. as taken
- b. as deposited with the copyright office
- c. as published by the New York Post

d. as you found through Defendant's search engine

**RESPONSE:** Plaintiff does not know what a MD5 hash value is.

**ROG 11:** Identify all devices, applications, receipts, or other documents that would identify your location on August 9, 2018.

**RESPONSE:** Plaintiff objects to this request because any information regarding his location two years ago is irrelevant, overbroad, burdensome, and invasive. Nonetheless, Plaintiff has an E-ZPass for the toll roads, which he took that day to get to the location for the assignment.

**ROG 12:** State the date any surgery you had on your heart in the past 12 months.

**RESPONSE:** On June 3, 2020, Plaintiff had a metro valve repair and a tricuspid valve repair.

Date: October 1, 2020

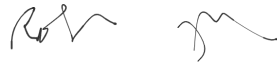
HIGBEE & ASSOCIATES

By: /s/ Mathew K. Higbee  
Mathew K. Higbee, Esq.  
*Attorney for Plaintiff*

**VERIFICATION**

I, Robert Miller, certify and declare under penalty of perjury under the laws of the United States of America that I have read these Responses to Defendant's First Set of Interrogatories and know their contents and believe, to the best of my knowledge, that such answers are true and correct.

Executed this <sup>30</sup>\_\_\_\_ day of September 2020.

A handwritten signature in black ink, appearing to read 'RM', is written above a horizontal line.

Robert Miller

**PROOF OF SERVICE**

I, the undersigned, say:

I am a citizen of the United States and I am a member of the Bar of this Court. I am over the age of 18 and not a party to the within action My business address is 1504 Brookhollow Dr., Ste 112, Santa Ana, California, 92705.

On October 1, 2020, I caused to be served the foregoing documents:

**PLAINTIFF'S S SUPPLEMENTAL RESPONSES TO DEFENDANT'S FIRST SET OF INTERROGATORIES**

X (BY MAIL / E-MAIL) I deposited such envelope in the mail at Santa Ana, California. The envelope was mailed with postage thereon fully prepaid and addresses to the person below:

Ryan Isenberg, Esq.  
Isenberg & Hew  
600 Peachtree Dunwoody Road  
600 Embassy Row, Suite 150  
Atlanta, Georgia 30328  
[ryan@ihlaw.us](mailto:ryan@ihlaw.us)  
**Attorney for Defendant**

I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on October 1, 2020, at Santa Ana, California.

***/s/ Saba A. Basria***  
Saba A. Basria, Esq.  
*Attorney for Plaintiff*

## **Exhibit B-9**

-----

### **Levy Depo. Ex. 22 (Amended Expert Report)**

Amended  
Report of Michael A. Levy in the matter of Miller v. 4Internet

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## Introduction

I am the founder and managing member of 4Internet, LLC (herein referred to as 4Internet.) I have been asked to draw conclusions regarding various matters surrounding a copyright infringement case. The other parties in this case appear to me to be an organization of people and entities. They include Robert Miller (a photographer with the New York Post,) Christopher Sadowski (a photographer with the New York Post who claims to be the agent of Robert Miller,) Eugene Sadowski (an agent of Christopher Sadowski,) and Attorneys Matthew Higbee and Richard Liebowitz. It is my understanding that Richard Liebowitz has been labeled a “copyright troll” by the court and has been suspended from practicing law. It is also my understanding that Matthew Higbee has adopted the same business model as Richard Liebowitz, is sharing the same clients as Richard Liebowitz (including in the present case,) and is enforcing copyrights filed by Richard Liebowitz (including in the present case.) Further, it is also my understanding that Christopher Sadowski has been labeled a copyright troll. Therefore, I believe the description “copyright trolls” is fair. However, for purposes of this report, I will benevolently refer to them as simply Higbee-Liebowitz clients because that appears to be the same things as “copyright trolls.”

- The number of photographs that exist on the internet and the rate of growth of this number.
- Analysis of the HTML source code of the web pages that displayed and seeded the photographs of the Higbee-Liebowitz clients.
- Analysis of the web distribution and seeding systems used by the Higbee-Liebowitz clients.
- EXIF data and Web data analysis of photographs claimed to be taken by the Higbee-Liebowitz clients.
- Analysis of the content and construction of the primary website used by the Higbee-Liebowitz clients, nypost.com
- Opinion of the internet operations conducted by the Higbee-Liebowitz clients.

This report contains my preliminary opinion on these matters. I understand that discovery in this matter is ongoing. The facts and opinions contained in this document are based on the information available to me at the time of writing this report. I reserve the right to amend or supplement my findings later as more information becomes available.

## Summary of Findings

On November 11<sup>th</sup> of 2020, Google reported that over 4 TRILLION photos had been uploaded to Google photos for online storage. Further, Google stated 28 BILLION new photos were being uploaded every day. Photos are also being uploaded to services like Apple iCloud, Facebook,

Instagram, and WhatsApp. BILLIONS (maybe trillions) of photos have also been uploaded to these services. Further, these services have also reported that hundreds of millions of new photos were being uploaded to their servers every day.

It is clear to me (and probably everyone else) that there is nothing special about taking a photograph anymore. It requires no special skill to take a photograph and everyone with a cell phone is now in possession of a highly sophisticated camera. Indeed, the tremendous numbers reported by Google are enough to draw a conclusion. Photos are now so common and numerous that they have become the digital equivalent of “grains of sand on a beach.”

It is my opinion that nypost.com is the primary seed point the Higbee-Liebowitz clients are using. The New York Post contains over 100,000 news articles spanning a 20-year period. This provides the Higbee-Liebowitz clients with a large pool of potential seed points from a publisher with a large volume of web traffic and a professional publishing system that can quickly distribute the images (WordPress.com VIP.)

I examined the HTML source code of the New York Post. The news article pages used by the Higbee-Liebowitz clients to seed the photographs all possess a common block of meta tags, comment tags, and ld+json scripts in its HTML source code. These code blocks are used for search engine optimization (SEO) and content distribution and are generated by a WordPress.com VIP tool known as “JetPack.” This tool is a Search Engine Optimization (SEO) and social media network auto-posting program. It is used to gather web traffic by automatically creating tweets on Twitter and posts on Facebook and optimizing web pages so that the content and meta information contained in the HTML source code is quickly and authoritatively indexed into the search engines. All of this happens shortly (within minutes) after a web page is published by the WordPress VIP content management system.

After examination of the nypost.com website I have determined that substantially all the news articles published by the New York Post for at least the past five years (and consequently all of the Higbee-Liebowitz clients’ pictures) had been shared to Twitter and Facebook by the New York Post the moment the news articles were published by the WordPress VIP system. Therefore, the publisher (The New York Post and the Higbee-Liebowitz clients) had already granted Twitter and Facebook a license to use the photograph publicly before any of their claimed infringements occurred.

EXIF data analysis shows that the photograph(s) taken by the Higbee-Liebowitz clients were not designated as copyrighted material. In fact, this EXIF data contains language that would lead a user to the exact opposite conclusion. Further, over two years after the Higbee-Liebowitz clients claimed to have copyrighted the photo(s) in this case, they have still not changed the EXIF data to properly denote it as copyrighted. The EXIF data also contains captions that contain a description of the image. The Higbee-Liebowitz clients write these captions with descriptive keywords which appear to me to aid in the distribution of the photograph and its search engine optimization (SEO) simultaneously. Considering all of this, it is my opinion that the Higbee-Liebowitz clients’ intent is to make these photographs as easy to distribute as possible and to distribute them as widely as possible with the intent of generating claims of infringements.

It is also my opinion that, at times, photographs change on the New York Post website. A photograph that is not credited to a copyright troll is replace with substantially the same photograph that is credited to a copyright troll. It is my belief that this is being done to generate claims of infringement.

## Qualifications

I have worked in the internet industry for the past twenty years. I have over 20 years of search engine and website development experience. For the past 8 years, I have worked in the area of internet technology development, primarily search engine development. I have been awarded the U.S. Patent #10,223,453 B2 **Dynamic Search Set Creation in a Search Engine** for which I am the inventor.

I am the developer of the 4Search.com search engine network of topical search engines. I have extensive experience with building sophisticated web crawlers, parsing and analyzing complex web pages at scale, and indexing large amounts of web pages. I am one of only a handful of independent developers in the world that have built a functional search engine that actively crawls the web and indexes news articles in real time on commodity-level equipment.

I am an active investor in technology companies. My investments include a particular focus on search engine companies, database technology, web traffic and web marketing companies. I am also an active internet domain name investor.

I hold two degrees. I received a bachelor's degree in criminal justice from the University of Georgia in 1990 and a master's degree in taxation from Georgia State University in 1994. In the process of completing my master's degree I also completed the entire bachelor's degree curriculum in accounting.

I have not authored any publications, have not testified as an expert in the past four years, and am not being compensated for this report.

## Detailed Description of Findings

### Number of Photos on the Internet

#### Background

The commodity-level digital camera received widespread adoption in the late 1990's. Since then, the number of photographs taken globally has surged. In the early 2000's, digital cameras became integrated with cell phones. This caused the growth rate in number of photographs to

increase again. After the creation of the “smart phone” in 2007, the number of photographs taken worldwide exploded exponentially. A smart phone is a type of phone that is actually an internet connected mobile computer which also contains a camera. Because smart phones are connected to the internet, people can upload their photographs to various services that provide online storage for these photographs. Two of the most popular storage services are Google Photos and Apple iCloud. Direct storage services are not the only way users can store photos online. Smart phones can also integrate with social media networks, like Facebook, Instagram, and WhatsApp which provide ad hoc photo storage via the “timeline” of the account users. The following is an explanation of my findings from these authoritative sources of photo data.

#### Google Photos

Google, whose parent company is Alphabet, is a giant in the online photo storage business. Google Photos allowed free storage of photos since its creation. However, on November 11<sup>th</sup> 2020, VP Google Photos Shimrit Ben-Yair posted the following on the official Google Blog, updating Google’s storage policy:

“Today, more than 4 trillion photos are stored in Google Photos, and every week 28 billion new photos and videos are uploaded.”<sup>1</sup>

Ben-Yair went on to explain that in order to meet future demands for storage space, Google Photos would have to change their policy allowing unlimited free storage for all devices. There were simply too many new photos being generated for even a behemoth like Google to keep up. This development speaks volumes as to the number of new photos that are being generated daily.

#### Facebook, Instagram, WhatsApp, and Snapchat

According to Facebook CEO Mark Zuckerberg, 2.5 billion people use a Facebook application each day.<sup>2</sup> To my knowledge, all Facebook applications are enabled with photo sharing capabilities.

On May 16, 2012, Facebook, Inc., in Amendment No. 8 to Form S-1 of it’s SEC Registration Statement made the following disclosure:

“On average more than 300 million photos per day were uploaded to Facebook in the three months ended March 31, 2012.”<sup>3</sup>

In 2013, Internet.org (created by Facebook, Ericsson, MediaTek, Nokia, Opera, Qualcomm and Samsung) released a white paper that mentioned the number of photos on the Facebook family of services. The official white paper states the following:

<sup>1</sup> Exhibit Number of Photos #1 – New Google Photos Storage Policy. Also found at <https://blog.google/products/photos/storage-changes>

<sup>2</sup> Exhibit Number of Photos #2 - FB Q3 2020 Earnings Call Transcript.

<sup>3</sup> <https://www.sec.gov/Archives/edgar/data/1326801/000119312512235588/d287954ds1a.htm>

“More than 250 billion photos have been uploaded to Facebook, and more than 350 million photos are uploaded every day on average.”<sup>4</sup>

This was roughly 7 years ago. The use of social networks has grown substantially since then.

A more recent disclosure by Snap, Inc (more commonly known as “Snapchat”) revealed the growth has continued upward. On February 2<sup>nd</sup>, 2017 Snap stated the following:

“We call each of those short videos or images a Snap. On average, 158 million people use Snapchat daily, and over 2.5 billion Snaps are created every day.”<sup>5</sup>

Assuming a 15% annual growth rate (a low figure,) this would indicate that there are approximately 500 BILLION photos on Facebook and 700 million photos are now uploaded every day between the three services, not including Snapchat, which would add another 2.5 BILLION into the figure. Some of these photos may be duplicates uploaded between the services. However, this figure is most likely in the minority.

#### Apple iCloud

Apple iCloud is a giant in the online photo storage market. Apple has not released an official number of photos that they are storing online. Therefore, I will not include them in the calculation. However, I think it would have been safe to say the number was in the trillions.

#### Phone & Computer Storage

Most of the photos taken will never be uploaded. They will remain on the billions of phones and computers that people possess all around the world. Nobody will ever be able to put an exact number on how many photos exist on these devices, but it is my opinion that it is a multiple of the number of photos uploaded. I think it is safe to say that for every photo uploaded, at least three are taken.

My conclusion for the number of digital photos that exist is at least 4.5 TRILLION and the number of new photos being generated per day is at least 28.7 BILLION (The Google and Facebook numbers.) However, I will also say those numbers could easily be three times higher.

#### Search Engines

Search engines organize the content found on the internet and make it searchable. To accomplish this, the search engine must understand more about content than the content itself. It also needs to know “about” the content. This is called Meta Information. The fastest way to understand this

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<sup>4</sup> Exhibit Number of Photos #3 - Facebook White Paper 2013. Quote located on page 6 of 70. Page 33 of 70.

<sup>5</sup> <https://www.sec.gov/Archives/edgar/data/1564408/000119312517029199/d270216ds1.htm>

is by example. In order to properly index content like an article, a search engine needs to understand the following:

- The **title** of the page. This is a short sentence that quickly describes the page.
- The **description** of the page. This is usually a few sentences of text that describes the page.
- The best **image** to preview and/or associate with the page

It is not sufficient to merely “read” content as it is rendered visually. Web content (usually a web page) typically contains blocks of text that are irrelevant to a web user who is searching the internet. Examples of such irrelevant information include navigation, advertisements, disclaimers, etc. Relevant content can easily be lost in the “noise” of this irrelevant information, including truly relevant, vital, pieces of information.

Because certain pieces of information are so important (like the title and description,) the HTML standard provides for a type of HTML tag that communicates this critically important information. These tags are called “meta tags” and they have been in place since the internet was founded (Web 1.0)

Modern web standards (Web 2.0) expanded the use of meta-information. Instrumental to this expansion was the work performed by Google, Facebook and Twitter. These companies all added meta tags into the HTML standard to provide for different data points. They also expanded the application of Meta Information by using “Graph Databases” where information could be expanded and linked (ld+json.) It is outside the scope of this report to get into depth of this topic. What is important to understand is this: Meta Information, however it is communicated, is what drives search engines which is what drives the internet.

It is critically important for the operation of search engines that the meta information is not misused or abused. The Higbee-Liebowitz clients have abused the use of meta information by tricking the search engines into spreading their photographs as public images, then suing and extorting people who properly use the internet standards that have been put in place. It is a travesty.

## HTML Source Code

The New York Post takes full advantage of implanting meta information in their news article pages to distribute the web pages and images throughout the internet as much as possible. They do this automatically using auto-posting services like WordPress.com Jetpack, which take advantage of Meta Tags and LD+JSON to automatically create tweets and Facebook posts. Every news article published by the New York Post is shared to Twitter and Facebook within minutes using the featured image of the news article. This does not require the interaction of a website user. This is done automatically by the publishing platform, the WordPress VIP.



## Meta Tags

Meta tags are informational HTML tags contained within the HTML code<sup>6</sup> of a web page. Unlike most other HTML tags, the content of meta tags is not used to visually render the page in a browser. Rather, the content contained in meta tags is meant to communicate information about the page, such as the page's title, a description, or information regarding the components of the page, like an image to associate with the page. This information is being communicated to the services that organize, understand, and distribute information on the internet. To these services, such as search engines and content delivery networks, meta tags are vital. Because search engines rely on Meta Tags, they are often used by the authors of web pages in a practice known as Search Engine Optimization (SEO.) Therefore, the authors of web pages are placing meta tags in the source HTML of a web page so that their pages may take advantage of these services and gather more web traffic to the page.

In the past, meta tags were added manually to web pages via a text editor. Today, web pages are mostly published via a content management system (CMS) which adds these tags automatically based on the information supplied to the system by the web page's author(s.) Today, the most used web publishing CMS platform is WordPress. WordPress generates meta tags automatically from the information given by the author(s). WordPress is the CMS used by the New York Post.

## Services that use Meta Tag Information

Meta tag information is primarily used by internet service providers and software that organize, analyze and distribute web data like web pages and images. Common examples of such internet service providers include search engines like Google<sup>7</sup>, Bing, and Yahoo (and the much less commonly known 4Search Network of topical search engines...)

Search engines use automated web crawlers to find and download web pages by "crawling" from URL address to URL address either from links within the page or from the use of lists of links provided from feeds and sitemaps. After downloading a web page's HTML, it is analyzed. Web pages are designed to be rendered in a browser and interpreted by a human visually. It is often difficult, resource intensive, and error prone for machines to interpret a web page as a human author intended. Indeed, even humans often mistake words and images on a web page that was authored by and for humans. Therefore, meta tags provide for a quick, easy, and accurate way to communicate critical bits and pieces of data in such a manner that a machine can understand it. Without meta tag information, irrelevant parts of a web page, like a disclaimer or a banner, could easily be mistaken for a relevant section like the opening paragraph.

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<sup>6</sup> Exhibit Meta Tags #1: HTML Source code of New York Post page. Also found at (chrome browser): [view-source:https://nypost.com/2018/08/09/rogue-goat-may-have-helped-dozens-of-farm-animals-escape/](https://nypost.com/2018/08/09/rogue-goat-may-have-helped-dozens-of-farm-animals-escape/)

<sup>7</sup> Exhibit Meta Tags 1: Google Developer Docs: Special tags that Google understands. Also found at: <https://developers.google.com/search/docs/advanced/crawling/special-tags>

Social media websites like Twitter<sup>8</sup> and Facebook<sup>9</sup> are also highly dependent on meta tag information. Whenever Twitter or Facebook make a new tweet or post, they need to know such information as the title, description, published date, and featured image of a web page. They also must be certain that these pieces of information are what the actual author of the page intended. Other information such as the authors account information is also especially useful (and sometimes required.) In the process of posting a web page, these services will download a copy of the HTML source of that page (unless they already have the information.) This way, they can verify the pages existence and authenticity. The services may also wish to fetch the appropriately sized image (card size) of a featured image and may require the web server the page resides upon to render it to the appropriate size. To assist in providing the information these services need, many of them have created their own meta tags. Some of this information is universal. The title, description, published date and featured image are the most common universal pieces of information. Repeating this information becomes redundant and having multiple copies of the same information can quickly bloat the size of a web page. Therefore, many services will use the information provided in each other's tags should one of their own tags not exist on the page. It is quite common for services that are less popular to use the information contained within the Facebook and Twitter meta tags. These services are so popular that almost every page includes at least one of these sets of meta tags. Another common type of service that rely on these tags are the automated posting services.

These days, most of the traffic a website receives come from the search engines and social networks. Therefore, whenever a publisher (like the New York Post) publishes a web page, it automatically submits that page to these traffic sources via its CMS (WordPress.) These systems also contain a plugin, like WordPress Jet Pack<sup>10</sup>, which automatically encodes all the needed data into the meta tags. It also encodes the publisher's Facebook and Twitter account information. This way, the publisher, the search engines, Facebook, and Twitter are all working in unison to drive traffic to the page within minutes of the author pressing the "publish" button. The software also lists the page in the website's Google sitemap and "pings" Google to download a copy of the page for insertion into Googles search index. All these services rely on meta tags to get the information needed to drive traffic to the publisher's website.

### The Anatomy of a Meta Tag

Meta tags contain at least two parts, a name and content. The name is what the meta tag should be applied to. The content is what is being applied. Meta tags have the following syntax.

---

<sup>8</sup> Exhibit Meta Tags 3: Twitter Developer Cards Markup Tag Reference. Also found at: <https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/markup>

<sup>9</sup> Exhibit Meta Tags 4: Facebook: A Guide to Sharing For Webmasters. Also found at: <https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/markup>

<sup>10</sup> Exhibit Meta Tags #5: Wordpress VIP: Jetpack Features. Tabset #4. Promote: "Schedule promotions of your content to social media sites in advance to save time and hassle" and figure. Also found on the promote tab at: <https://jetpack.com/features/>

```
<meta name="_____ " content="_____ " />
```

The author of the web page would replace the blank spaces with the text of the name and the text of the content respectively.

#### Meta Tags Found on New York Post News Article Pages

There is no limit to the types of meta tags that can exist. However, certain meta tags are extremely common due to the popularity of the search engines and social networks. The New York Post has taken advantage of these meta tags to auto-post their news articles to Twitter, Facebook, and make it easier for the search engines to index the relevant content of their pages.

The following are the meta tags and comment tags found on the New York Post news article pages that are relevant to the case at hand. For Purposes of this report, I will first cover the tags found on a copy of the source HTML of the page cited in the case<sup>11</sup>, retrieved 10/1/2018. The following source code block is identical to what ran on the original publish date of 8/9/2018. The numbers next to each line are the line numbers in the code.

```
59 <meta name="p:domain_verify" content="44b526edc36ffbcc163412ee9fe42833"/>

117 <meta name='description' content='Dozens of goats and sheep brought for slaughter
escaped
from a New Jersey livestock auction house Wednesday night – and the facility’s
manager believes
another goat who had bolted to freedom more than a year ago helped them to make their
getaway.'
/>

175 <meta name="generator" content="WordPress.com" />

178 <!-- Jetpack Open Graph Tags -->
179 <meta property="og:type" content="article" />
180 <meta property="og:title" content="Rogue goat may have helped dozens of farm
animals escape" />
181 <meta property="og:url" content="https://nypost.com/2018/08/09/rogue-goat-may-
have-helped-dozensof-
farm-animals-escape/" />
182 <meta property="og:description" content="Dozens of goats and sheep brought for
slaughter escaped
from a New Jersey livestock auction house Wednesday night – and the facility’s
manager believes
another goat who had bolted to freedom more t..." />
183 <meta property="article:published_time" content="2018-08-09T23:44:34+00:00" />
184 <meta property="article:modified_time" content="2018-08-10T00:31:55+00:00" />
185 <meta property="og:site_name" content="New York Post" />
186 <meta property="og:image:width" content="1200" />
187 <meta property="og:image:height" content="800" />
188 <meta property="og:locale" content="en_US" />
```

<sup>11</sup> <https://nypost.com/wp-content/uploads/sites/2/2018/08/fred-the-goat-breakout.jpg?quality=90>

```

189 <meta name="twitter:creator" content="@nypmetro" />
190 <meta name="twitter:site" content="@nypost" />
191 <meta name="twitter:text:title" content="Rogue goat may have helped dozens of farm
animals
escape" />
192 <meta name="twitter:image"
content="https://thenypost.files.wordpress.com/2018/08/fred-the-goatbreakout.
jpg?quality=90&strip=all&w=664&h=441&crop=1" />
193 <meta name="twitter:card" content="summary_large_image" />
194 <meta property="article:publisher" content="https://www.facebook.com/nypost" />
195 <meta name="twitter:title" content="Rogue goat may have helped dozens of farm
animals escape" />
196 <meta name="twitter:description" content="Dozens of goats and sheep brought for
slaughter escaped
from a New Jersey livestock auction house Wednesday night – and the facility’s
manager believes
another goat who had bolted to freedom more" />
197 <meta name="twitter:image:src"
content="https://thenypost.files.wordpress.com/2018/08/fred-thegoat-
breakout.jpg?quality=90&strip=all&w=664&h=441&crop=1" />
198 <meta property="og:image"
content="https://thenypost.files.wordpress.com/2018/08/fred-the-goatbreakout.
jpg?quality=90&strip=all&w=1200" />
199 <meta property="og:image:secure_url"
content="https://thenypost.files.wordpress.com/2018/08/fredthe-
goat-breakout.jpg?quality=90&#038;strip=all&#038;w=1200" />
200
201 <!-- End Jetpack Open Graph Tags -->

492 <meta name='parsely-metadata' content='{ "post_id": "nypost-12836850" }' />
493 <meta name="news_keywords" content="Metro, animals, escapes, goats, new jersey">

```

Line 59: “`p:domain_verify`” This is a meta tag meant specifically for Pinterest, an image and web page sharing service. The value is the authorization code assigned by Pinterest. When the Pinterest crawler fetches this page, it will parse the pages information into the Pinterest web service.

Line 117: “`description`” Provides a description to be displayed in the search engines. It is also remarkably similar to the description provided in the Twitter and Facebook meta tags detailed below. From a keyword perceptive, it is similar to the description in the EXIF data of the image.

Line 175: “`generator`” This shows (proves) that this web page was generated using the WordPress publishing platform on WordPress.com.

Line 178: “`<!-- Jetpack Open Graph Tags -->`” Signifies that this is the start of the Jetpack generated block of tags. **The existence of this comment and the following meta tag proves that the New York Post is using the WordPress JetPack auto-posting service to automatically post its news articles to Twitter and Facebook.**

Line 186: “`og:image:width`” Instructs users of the Facebook Open Graph to display the image at 1200px in width.

Line 187: “`og:image:height`” Instructs users of the Facebook Open Graph to display the image at 80px in height.

Line 192: “`twitter:image`” Instructs Twitter to use the New York Post picture at the URL specified within the content portion of the tag.

Line 193: “`twitter:card`” Tells Twitter to use a large image for the tweet card.

Line 197: “`twitter:image:src`” Is an alias of line 192. It instructs Twitter to use the same URL as on line 192.

Line 198: “`og:image`” Instructs the users of Open Graph, which includes the search engines and social networks, to use the New York Post picture at the content URL.

Line 199: “`og:image:secure_url`” Is, essentially, an alias of line 198. The difference is this URL uses the HTTPS protocol. It is the same New York Post image used for the other services.

Line 201: “`<!-- End Jetpack Open Graph Tags -->`” Signified that this is the end of the Jetpack generated block of meta tags meant for SEO purposes.

Line 492: “`parsely-metadata`” Is used by the Parse.ly Content Analytics Platform.<sup>12</sup> This Platform is used by publishers to grow their website traffic using the search engines and social networks.

Line 493: “`news_keywords`” Is used to quickly tell the search engines what search keywords this web page applies to. These keywords are also found in the caption field of the EXIF data of the image.

**Notably, all of these image meta tags are specifying the same photo used by 4Internet. Further, it is specifying that a large image be used.** The New York Post had instructed Twitter, Facebook, and all the users of the Open Graph which includes search engines like 4Internet (and Google, Microsoft Bing, Yahoo, etc.) to use this photo.

```
<meta name="p:domain_verify" content="44b526edc36ffbcc163412ee9fe42833"/>
```

This meta tag is named “p.domain\_verify.” It is a meta tag meant specifically for Pinterest, an image and web page sharing service. The value is the authorization code assigned by Pinterest. When the Pinterest crawler fetches this page it will parse the pages information into the Pinterest web service.

```
<meta name="robots" content="max-image-preview:large" />
```

---

<sup>12</sup> Exhibit Meta Tags 8 - parsely-metadata. Also found at <https://www.parse.ly/>

This meta tag is named “robots.” It is specifically meant tell search engines to display the largest possible image preview.<sup>13</sup>

#### Meta Tags NOT Found on New York Post News Article Pages

Unsurprisingly, no meta tags that would prevent a search engine or social network from indexing or displaying the web page and/or image were found. Had the New York Post wanted to keep a page or an image from being indexed, they could have placed a “noindex” in a robots meta tag and/or the img tag.

#### LD+JSON script

LD+JSON stands for “Linked Data JSON”. It is another form of meta data sharing that can take greater advantage of Open Graph data by using JavaScript to provide more flexible and descriptive elements. LD+JSON is used extensively by Google and Facebook. Once again, the New York Post is taking full advantage of this technology to spread the page throughout the search engines and social media networks. Also, once again, we find the same photo used in the meta tags. The following is the LD+JSON script found on the page.

```
490 <script type="application/ld+json">
491 {"@context":"http://schema.org","publisher":{"@type":"Organization","name":"New
York Post","sameAs":"https://nypost.com","logo":
{"@type":"ImageObject","url":"https://s2.wp.com/wp-content/themes/vip/nypost-
2016/static/images/logo-nypost.png","height":60,"width":404}},"headline":"Rogue
goat may have
helped dozens of farm animals
escape","url":"https://nypost.com/2018/08/09/rogue-goat-mayhave-
helped-dozens-of-farm-animalsescape/","
thumbnailUrl":"https://thenypost.files.wordpress.com/2018/08/fred-the-
goatbreakout.
jpg?quality=90&strip=all","image":
{"@type":"ImageObject","url":"https://thenypost.files.wordpress.com/2018/08/fred
-the-goatbreakout.
jpg?
quality=90&strip=all","width":1024,"height":683},"mainEntityOfPage":"https://nypost
.com/2018/08/09/rogue-goat-may-have-helped-dozens-of-farm-animalsescape/","@
type":"NewsArticle","dateCreated":"2018-08-09T23:44:34Z","datePublished":"2018-08-
09T23:44:34Z","dateModified":"2018-08-
10T00:31:55Z","articleSection":"metro","creator":["Jennifer
Bain","Amanda Woods"],"author":["Jennifer Bain","Amanda Woods"],"keywords":
["animals","escapes","goats","new jersey","\article"]}
```

<sup>13</sup> Exhibit Meta Tags 6 - Robots Meta Tag & X-Robots-Tag Everything You Need to Know. Also found at: <https://ahrefs.com/blog/meta-robots/>



Similar LD+JSON script is found on almost every news article page on the New York Post website.

## WordPress

### WordPress V.I.P.

The New York Post is clearly using WordPress.com's V.I.P. publishing and distribution service. This can be seen in the JavaScript on each page:

```
<script class="wp-asset-manager gdpr" type="text/javascript">window.nypScripts =
window.nypScripts || {}; window.nypScripts["gdpr"] = {"euCountries":
["AT","BE","BG","HR","CY","CZ","DK","EE","FI","FR","DE","GR","HU","IS","IE","IT","LV",
"LI","LT","
LU","MT","NL","NO","PL","PT","RO","SK","SI","ES","SE","GB"]}</script><script
class="wp-assetmanager
nypost_wp_vars" type="text/javascript">window.nypScripts = window.nypScripts || {};
window.nypScripts["nypost_wp_vars"] =
{"wp_ajax_url":"https://thenypost.wordpress.com/wpadmin/
adminajax.
php","modal_image_nonce":"5237fe2dac","nypostSite":"nypost","postType":"article","isS
ingle":
true,"isMobile":"","pagesix_app_flyout":
{"is_active":"0","max_modal_views":"1","cookie_expiry":"7","mobile_article_views":"1",
"desktop_ar
ticle_views":"1","mobile_cookie_expiry":"7","suppress_flyout_views":"60"},"outbrain_p
ermalink":"h
ttps://nypost.com/2018/08/09/rogue-goat-may-have-helped-dozens-of-farm-
animalsescape/","
vip":true,"piano_flyout_nonce":"e22c58b678"}</script><script class="wp-asset-manager
recaptchaVars" type="text/javascript">window.nypScripts = window.nypScripts || {};
window.nypScripts["recaptchaVars"] =
{"siteKey":"6Lfthx4TAAAAAG9aRQ1wjBcWdsqte1XrS8kbTKkf","widgetId":"g-
recaptcha"}</script><script
class="wp-asset-manager brightcove-css"
type="text/javascript">document.addEventListener("DOMContentLoaded",function()
{loadCSS("https://s2.wp.com/wp-content/themes/vip/nypost-2016/static/css/nypost-
brightcove.css?
ver=3e51698211fc9e3e72e6");});</script><noscript><link rel="stylesheet"
href="https://s2.wp.com/wp-content/themes/vip/nypost-2016/static/css/nypost-
brightcove.css?
ver=3e51698211fc9e3e72e6" class="wp-asset-manager brightcove-css"
media=""></link></noscript>
```

I have highlighted above the part of the script that has the JSON field which shows the page is using VIP ("vip":true.) The WordPress V.I.P. platform is built for high-volume, high-distribution, websites. This enables a copyright trolling group to seed images on a grand scale using the V.I.P. "JetPack" capabilities. In fact, the reason WordPress calls this capability

“JetPack” is because it “rockets” the content of the web pages into the search engines and social media networks to accelerate traffic. Web Pages and images hosted on the WordPress V.I.P. servers get an instant boost in authority with Google, Twitter, and Facebook, which is one of the reasons why these companies are willing to pay the prices they do for this premium service.

## Image EXIF Data

EXIF Data is meta data (kind of like meta-tags) that are embedded into a digital photograph. This meta data cannot be seen when viewing the photo, but it can be read using an EXIF data reader or using a function in a programming language, like PHP, to read the data. Search Engines use a function and cast the meta data into an array so that the values can be retrieved. This is the meta data retrieved by the `exif_read_data`<sup>14</sup> function in PHP<sup>15</sup> for the picture at the following address:

<https://nypost.com/wp-content/uploads/sites/2/2018/08/fred-the-goat-breakout.jpg?quality=90>

```
Array
(
    [FILE] => Array
        (
            [FileDateTime] => 0
            [FileSize] => 1118809
            [FileType] => 2
            [MimeType] => image/jpeg
            [SectionsFound] => ANY_TAG, IFD0, THUMBNAIL, EXIF, GPS, INTEROP
        )

    [COMPUTED] => Array
        (
            [html] => width="3000" height="2000"
            [Height] => 2000
            [Width] => 3000
            [IsColor] => 1
            [ByteOrderMotorola] => 0
            [CCDWidth] => 19mm
            [ApertureFNumber] => f/8.0
            [Copyright] => press photo, do not use for advertising purposes
            [Thumbnail.FileType] => 2
            [Thumbnail.MimeType] => image/jpeg
        )

    [IFD0] => Array
        (
            [ImageWidth] => 5760
            [ImageLength] => 3840
            [BitsPerSample] => Array
                (
```

<sup>14</sup> <https://www.php.net/manual/en/function.exif-read-data.php>

<sup>15</sup> <https://www.php.net/>

```

[0] => 8
[1] => 8
[2] => 8
)

[PhotometricInterpretation] => 2
[ImageDescription] => 3:28 p.m. " Fred ", town mascot is spotted
crossing street and heads towards barn, where he headbutted screen trying to
open door for goats to break free. He fled scene back as
Barn Manager of the Hackettstown, NJ live stock auction, named Bouwe Postma
(c) 484-375-5632. arrived. He crossed street heading back into woods.
60 goats that escaped last night have all been caught and accounted for.
They escaped last night from behind a gate. They were returned to same area.
All were purchased by one unidentified individual before they escaped. The
auction takes place once a week on Tuesday night.
[Make] =>
[Model] => Canon EOS 5D Mark III
[Orientation] => 1
[SamplesPerPixel] => 3
[XResolution] => 720000/10000
[YResolution] => 720000/10000
[ResolutionUnit] => 2
[Software] => Adobe Photoshop CC 2018 (Macintosh)
[DateTime] => 2018:08:09 19:38:32
[Artist] => Robert Miller
[YCbCrPositioning] => 2
[Copyright] => press photo, do not use for advertising purposes
[Exif_IFD_Pointer] => 1020
[GPS_IFD_Pointer] => 1648
)

[THUMBNAIL] => Array
(
    [Compression] => 6
    [XResolution] => 72/1
    [YResolution] => 72/1
    [ResolutionUnit] => 2
    [JPEGInterchangeFormat] => 1762
    [JPEGInterchangeFormatLength] => 5049
)

[EXIF] => Array
(
    [ExposureTime] => 1/640
    [FNumber] => 8/1
    [ExposureProgram] => 2
    [ISOSpeedRatings] => 320
    [UndefinedTag:0x8830] => 2
    [UndefinedTag:0x8832] => 320
    [ExifVersion] => 0230
    [DateTimeOriginal] => 2018:08:09 03:35:27
    [DateTimeDigitized] => 2018:08:09 16:51:28
    [ComponentsConfiguration] => _____
    [ShutterSpeedValue] => 614400/65536
    [ApertureValue] => 393216/65536
    [ExposureBiasValue] => 0/1
    [MeteringMode] => 5

```

```

[Flash] => 16
[FocalLength] => 420/1
[FlashPixVersion] => 0100
[ColorSpace] => 1
[ExifImageWidth] => 3000
[ExifImageLength] => 2000
[InteroperabilityOffset] => 1616
[FocalPlaneXResolution] => 5760000/1461
[FocalPlaneYResolution] => 3840000/972
[FocalPlaneResolutionUnit] => 2
[CustomRendered] => 0
[ExposureMode] => 0
[WhiteBalance] => 0
[SceneCaptureType] => 0
[UndefinedTag:0xA430] =>
[UndefinedTag:0xA431] => 172028011945
[UndefinedTag:0xA432] => Array
(
    [0] => 420/1
    [1] => 420/1
    [2] => 0/1
    [3] => 0/1
)

[UndefinedTag:0xA434] => EF70-200mm f/4L IS USM +1.4x
[UndefinedTag:0xA435] => 0000000000
)

[GPS] => Array
(
    [GPSVersion] => _____
)

[INTEROP] => Array
(
    [InterOperabilityIndex] => R98
    [InterOperabilityVersion] => 0100
)
)

```

When a search engine and/or distribution network reads this array, it will find the following for the copyright value:

press photo, do not use for advertising purposes

This is a non-standard Copyright value. Because none of the general identifiers (like the year of the copyright) are present in the field, the automated systems of the search engines and distribution networks would not identify this photo is copyrighted (and nobody reading it probably would either.) Amazingly, even as of the date of this report (which is over two years after the Higbee-Liebowitz clients claim to have copyrighted the photograph) it still displays these values in the EXIF data!

In fact, Robert Miller continues to use this same value for the copyright in photos today and his photos appear on pages that also include other Higbee-Liebowitz clients like Stephen Yang.<sup>16</sup>

When it comes to the Higbee-Liebowitz client photos, failures to abide by copyright formatting standards are common and numerous<sup>17</sup>. This is not the case for other photographers. For example, Getty Images consistently includes the year of the copyright in the EXIF data. Meanwhile, on those same pages the Higbee-Liebowitz clients, like Angel Chevreton, do not.<sup>18</sup>

From looking at the EXIF data, it is my opinion that none of this is an accident. I believe the Higbee-Liebowitz clients are deliberately entering information in a format they know will not be automatically recognized by the search engines and distribution networks as copyrighted at the time those services ingest the photos into their systems.

Other notable values in this data are the `ExposureMode` which has a value of "0."

```
[ExposureMode] => 0
```

This means that the camera took full control of the shutter speed and aperture. This is more commonly thought of as "Auto-Focus."<sup>19</sup> Examination of the photos shows that most (probably all) of the Higbee-Liebowitz clients use auto-focus. In fact, it is my opinion from looking over mountains of EXIF data that almost nobody manually focuses a camera anymore.

## Conclusion

Photographs have become so common that they are as numerous as "grains of sand on a beach." Whenever something is being measured in TRILLIONS... To be clear: Whenever something (like photographs) are being measured in the trillions, it is a vast amount. By definition, something that is vast cannot be meaningfully unique.

The goal of the Higbee-Liebowitz clients was to generate claims of infringement. They used the New York Post website as a seeding ground and the search engines, social networks and distribution systems to accomplish this goal. To trick the automated systems of the search engines, social networks, and distribution systems into spreading the photographs, they fraudulently misrepresented the copyright in both the meta information of the photographs (EXIF data) and the web page meta data that displayed them. Because nypost.com contained so many web pages and photos, they were able to do this on a grand scale.

---

<sup>16</sup> Exhibit EXIF Data 2 -NYP Post Page Images EXIF data – NYC.pdf

<sup>17</sup> Thousands of photos were examined for this report.

<sup>18</sup> Exhibit EXIF Data 3 -NYP Post Page Images EXIF data – Eagles.pdf

<sup>19</sup> Exhibit EXIF Data 1 -What Is Exposure Mode. Also found at: <https://www.metadata2go.com/file-info/exposure-mode>

They are Higbee-Liebowitz clients, they are copyright trolls.

## **Exhibit C**

-----

## **Levy Declaration**



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UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

ROBERT MILLER,  
  
PLAINTIFF,

V.

4INTERNET, LLC AND  
JOHN DOES 1-10

DEFENDANTS.

CIVIL ACTION FILE

NO. 2:18-cv-02097-JAD-VCF

**DECLARATION OF MICHAEL LEVY**

1. My name is Michael Levy. I am over the age of 18, and competent, and have personal knowledge of the matters set forth below.
2. I am the Managing Member of 4Internet, LLC. I am also the only person that works on and is familiar with the 4Internet web site, server, log files and server data.
3. I give this declaration as a supplement to my deposition and the interrogatory responses I verified in support of Defendant's Motion for Summary Judgment.
4. I incorporate by reference my qualifications relating to technology and the internet as set forth on page 5 of Exhibit 22 of my deposition and from page 14 line 11 through page 24 line 7 of my deposition.

- 1 5. I received a demand from Higbee & Associates in relation to the goat picture on  
2 Thursday, September 20, 2018, although it may have been delivered the day before on  
3 the Jewish holiday of Yom Kippur.
- 4 6. The demand asserted copyright infringement at two uniform resource locators (“URL”)  
5 4rightwing.com/nypost.com/rogue-goat-may-have-helped-dozens-of-farm-animals-  
6 escape-new-york-post/ and 4jewish.com/nypost.com/rogue-goat-may-have-helped-  
7 dozens-of-farm-animals-escape-new-york-post/.
- 8 7. Based on Exhibit 14 (lines 2, 4-8) of my deposition, the page where the goat image was  
9 located was disabled from being accessed just after midnight on Monday, September 24,  
10 2018.
- 11 8. Any visits to the URLs would have either displayed a “404 Page Not Found” message or  
12 if the visitor had previously rendered the page and that visitor had not cleared their own  
13 cache then that user would have either seen the cached page or the 404-error message.
- 14 9. My system and server is able to capture information from visitors including the internet  
15 protocol (“IP”) address. The more common addresses are referred to as IPv4 that contain  
16 three dots between a set of four numbers. The less common addresses are referred to as  
17 IPv6 addresses that contain five colons between six sets of alphanumeric numbers or  
18 letters.
- 19 10. IP addresses are obtained in blocks from Internet Service Providers (“ISP”) which may  
20 include internet access or web hosting services. Internet users will obtain an IP address  
21 from an ISP. Consumer facing ISPs, like cable companies, AT&T, Verizon, Windstream,  
22 etc. allow the IP addresses assigned to their users to be geolocated – meaning the general  
23 area where the address or block of similar addresses are assigned.
- 24  
25  
26  
27  
28

11. Exhibit 11 to my deposition records all visits to the 4Search network from IP addresses that originated from within the Higbee & Associates case portal. This is identifiable because the page immediately before landing on the referenced page was in most cases a very specific URL <https://copyright.higbeeassociates.com/cases/edit/4RD553>.<sup>1</sup> The unique addresses that were recorded are below:

24.120.9.114	107.190.25.244
37.16.177.248	110.54.240.66
37.42.196.74	173.198.35.188
69.121.201.106	176.16.151.251
74.90.141.33	176.225.145.140
74.90.141.33	2600:1700:2890:99a0:d088:75ec:ff5b:8312
98.15.141.150	2600:1700:8490:6300:1c6e:1889:8ccf:88e5
	2600:1700:8490:6300:1c6e:1889:8ccf:88e5

12. Below are the 12 unique IP addresses that visited or attempted to visit the goat image pages as reflected in Exhibit 20 to my deposition. For each I have identified that they are either associated with the Plaintiff or 4Internet.

(a) 69.124.101.106

Based on the visitor log and Eugene Sadowski's deposition testimony this was the address assigned by his internet service provider.

(b) 2600:1017:b819:d57c:40c:2c19:d1af:448c

This is a Verizon Wireless IPV6 address that geolocates to Manhattan. Given that Robert Miller lives in Manhattan and this visit happened within three minutes of Eugene Sadowski having e-mailed Robert Miller about his discovery of the goat picture, it is more likely than not that this is Robert Miller's cellphone.

---

<sup>1</sup> Eugene Sadowski testified at his deposition that he accessed the Higbee portal through [copyright.higbeeassociates.com](https://copyright.higbeeassociates.com) (Eugene Depo. 12:10-22).

(c) 173.198.35.188

This IP address originated from the Higbee case portal.

(d) 99.153.141.97

This is my IP address.

(e) 2600:387:2:803:0:0:0:69

2600:387:8:7:0:0:0:9c

These are AT&T Wireless addresses. The first is geolocated to Atlanta and the second is geolocated to San Diego. Based on the visits and communications with my lawyer and my understanding that he was traveling to San Diego on September 20 when these visits were made it is more likely than not that these addresses were assigned to his cell phone.

(f) 40.134.170.211

This is an IP address that was given out by Windstream and was previously assigned to MARRIOTT'S MVC SAN DIEGO. My attorney was staying at the Marriott Vacation Club in San Diego on September 20, 2018. This was almost certainly my attorney accessing the goat pages after he connected his computer to the hotel's internet.

(g) 2600:1004:b158:1f57:4d10:7c6e:eda4:f4c8

This is a Verizon Wireless address that is geolocated to the Nashville, Tennessee area. I was in Shelbyville Tennessee, a commutable suburb of Nashville, on September 23, 2018, and this address was assigned to my computer through my cell phone.

13. Based on the data available to me that I had provided and which is reflected in Exhibits 11, 12, 14, and 20 to my deposition, cross-referenced with the deposition testimony offered by Robert Miller, Eugene Sadowski, and Robert Miller, no one viewed the goat page URLs other than Robert Miller, his "legal team," my lawyer, and me.

14. I prepared the Expert Report attached as Exhibit 22 to my deposition. There are approximately 430 pages of exhibits attached to the report that were not included in Exhibit 22.

15. In my Expert Report I offer the following opinions:

1 a. Based on my own extraction and analysis of the goat picture at issue as it was  
2 published by the New York Post, the data from the image shows the photographer  
3 used an auto exposure mode to take the picture.  
4

5 b. Based on publicly available data, digital photographs are being taken at a rate that  
6 approaches at least 2.5 trillion per year and this is likely vastly understated  
7 considering that some of the reliable data available was from 2017 and for  
8 Facebook as far back as 2012.

9 16. 4Internet operates a network of domains that form a single search engine that is topically  
10 based and that is referred to as the 4Search network.  
11

12 17. The 4Search search engine extracts the keywords from the pages that its web crawler  
13 visits and uses those keywords to categorize the pages to provide better and more relevant  
14 search results.

15 18. 4Internet does not have any subscribers or account holders.

16 19. I declare under penalty of perjury under the laws of the United States of America that the  
17 foregoing is true and correct.  
18

19 Executed on this the 28th day of October, 2021.

20  
21   
22 Michael A. Levy

## **Exhibit E**

-----

### **Depo. Excerpts for Christopher Sadowski**

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

ROBERT MILLER, )  
 )  
Plaintiff, )  
 )  
vs. ) CIVIL ACTION FILE  
 ) NO.: 2:18-cv-02097-JAD-VCF  
4INTERNET, LLC AND JOHN )  
DOES 1-10 )  
 )  
Defendants. )  
\_\_\_\_\_ )

Deposition of  
CHRISTOPHER SADOWSKI  
September 28, 2021  
1:32 p.m.

VIA ZOOM VIDEOCONFERENCE

Susan W. Tarpley, CCR B-1489



1 Q. What about any sort of licensing  
2 analysis?

3 A. That would also be when Gene emails the  
4 photographer, 'cause only the photographer would  
5 know the licensing history.

6 Q. Other than Mr. Miller, how many other  
7 photographers do you help?

8 A. Let's see. I mean, it sort of -- it sort  
9 of varies, because sometimes photographers come and  
10 go, they want to cooperate or they don't. So I want  
11 to say maybe seven or eight, maybe ten. I mean,  
12 some have been in the past, some aren't  
13 photographers anymore. So it's hard to give an  
14 exact number.

15 Q. So I think in this case and some others you  
16 have been identified as having a financial interest  
17 in the outcome. Do you know what that financial  
18 interest is?

19 A. The financial interest that -- you mean  
20 when a case would settle?

21 Q. Settle or a collection from a judgment or a  
22 claim, yeah.

23 A. Okay. Yeah. So that would be -- that  
24 would be 10 percent of the -- of the final -- final  
25 amount.

1 Q. So your Uncle Gene would find the case and  
2 would send it to Mr. Miller and then if there was a  
3 okay, let's do something, what happens from there?  
4 I'm a little confused.

5 A. Yes. He would then -- Mr. Miller would  
6 then let Gene know to pursue it or not to pursue it  
7 and then Gene would basically upload the  
8 documentation of the infringement and any supporting  
9 documents to Higbee & Associates.

10 Q. So in most cases and most circumstances you  
11 have no involvement?

12 A. Correct.

13 In fact, I know nothing really about this  
14 case. That's why I was surprised that I was being  
15 deposed, 'cause I honestly know nothing about this  
16 case.

17 Q. What is the source of your payment when a  
18 claim gets settled?

19 A. Can you define what you mean by the  
20 source.

21 Q. Do you get paid by Mr. Miller?

22 A. I get paid by Mr. Miller via Higbee &  
23 Associates. So they do him the service of just  
24 sending me the check.

25 Q. Do you get a tax statement from Higbee &

1 Then there's -- there's my Uncle Gene. That's Seth  
2 Gottfried, and then that's Robert Miller.

3 MR. ISENBERG: All right. Let's take  
4 about a five-minute break.

5 Okay?

6 THE WITNESS: Sure.

7 MR. CARREON: Sounds good.

8 (A recess was taken from 2:30 p.m.  
9 until 2:45 p.m.)

10 BY MR. ISENBERG:

11 Q. Mr. Sadowski, to your knowledge, does the  
12 New York Post make any changes to the photographs  
13 that are uploaded between what you send them and  
14 what gets published?

15 A. They might -- they might crop the photo, or  
16 they might lighten the photo; but I don't believe  
17 that they make any other major changes.

18 Q. Do you know if they change the resolution  
19 of the photo at all?

20 A. I mean, I -- I would assume that they might  
21 have; but I'm not familiar with if they do or not.

22 Q. Do you know if they make any changes to the  
23 metadata in the image?

24 A. There's certain times where the image has  
25 no metadata, there's certain times it has it. So

1 I'm not certain what they do or don't do.

2 Q. And do you know when a -- and I'll -- I'll  
3 limit this to your involvement when you have been  
4 involved for Mr. Miller.

5 A. Okay.

6 Q. Is the deposit copy that is submitted to  
7 the copyright office the image that was actually  
8 published or the image that was originally taken?

9 A. So when I had filed the copyrights for  
10 Mr. Miller, I used the original images, I believe  
11 that he provided; but I know that when the Liebowitz  
12 firm would file it, I think that they would download  
13 the images and then it would also change the name.  
14 So they might lose the metadata, as well, if I  
15 recall correctly.

16 Q. For the Fred the Goat image, did you  
17 provide that to anyone or to the Liebowitz firm to  
18 copyright?

19 A. No. Again, I've never seen that image  
20 actually until today.

21 MR. ISENBERG: All right. Let's look  
22 at Exhibit 11.

23 I'm skipping Exhibit 10, just so  
24 everybody is aware, only because I didn't  
25 number them all properly.

1 MR. ISENBERG: There should be a live  
2 link in Paragraph 8.

3 (A pause ensued.)

4 THE WITNESS: Okay. Yep.

5 BY MR. ISENBERG:

6 Q. So is this what would be referred to as --  
7 and I don't mean this as -- in any way other than to  
8 use the language 'cause it's all that I'm familiar  
9 with. But is this what we would consider a  
10 paparazzi picture?

11 A. I -- I guess -- well, I mean, you could  
12 consider it that; but I view it more of a news  
13 photo.

14 Q. And were you sent out on this assignment?

15 A. Yes. Yes, I was.

16 Q. By one of the photo editors?

17 A. Correct.

18 Q. And then just clarifying on the documents  
19 that were in the Google Drive, were any of the  
20 documents downloaded anywhere else or stored on a  
21 hard disk or whatever was transferred to the Higbee  
22 database was transferred and everything else was  
23 deleted?

24 A. Everything else was deleted. I don't  
25 believe it was stored on a hard drive, because there

1 was no reason for it since it was going to be in the  
2 -- in the Higbee system.

3 Q. And do you know about when that happened?

4 A. I want to say 2018 to 2019, in that area.

5 Q. Was that -- was it a process?

6 A. Oh, yeah. I mean, it's -- it's -- it was  
7 definitely a process of them creating the website  
8 and then, you know, slowly starting to move the  
9 documents there.

10 Q. Is there anyone other than you that does  
11 similar sort of management for photographers, that  
12 you're aware of?

13 A. No, not that I'm aware of.

14 MR. ISENBERG: All right.

15 I don't have any more questions.

16 THE WITNESS: I just wanted to expand  
17 upon the previous deposition that I gave  
18 for this exhibit, for this Exhibit 16,  
19 where you talked about -- where is it --  
20 choosing the location and -- and the time.  
21 And actually I -- I -- the more I thought  
22 about it, I do choose the location and the  
23 time.

24 So -- so I might not have chosen where  
25 Michael Cohen decided to go dine or what

1           A. No. That would be the photographer's  
2 decision. But for -- for anything that we find, we  
3 would be forwarding that to Higbee & Associates.

4           Q. So what kind of information do you have  
5 access to that relates to Mr. Miller's photographs  
6 or infringement claims?

7           A. I mean, I would have access, I guess, to  
8 any notes or anything about the cases; but I  
9 honestly never access it, 'cause I just defer to  
10 Gene for all that. So he's more of the case person.  
11 You know, I would be there for logistical support or  
12 if there was a question or, you know, a judgment  
13 call about whether something is an infringement or  
14 not.

15          Q. And how would you go about in a situation  
16 where that came up making that judgment call? What  
17 are the things that you're considering?

18          A. Well, I would -- I would look at basically  
19 past history with my own cases and whether something  
20 might be considered an infringement or not; and then  
21 I would, you know, defer to the law firm for -- for  
22 a better opinion if -- if I couldn't make a  
23 determination myself.

24          Q. Do you do a fair use analysis?

25          A. No. That would be up to Gene.



## Exhibit 4

### ----- Michael Levy Deposition Excerpts

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF NEVADA

3  
4 ROBERT MILLER, )  
 )  
5 Plaintiff, )  
 )  
6 vs. ) CASE NO.  
 ) 2:18-cv-02097-JAD-VCF  
7 4INTERNET, LLC, )  
 )  
8 Defendants. )  
9

10  
11 ^  
12 DEPOSITION OF MICHAEL A. LEVY

13 Taken Remotely

14  
15 Friday, September 24, 2021  
16 7:06 a.m.

17  
18  
19  
20  
21  
22  
23  
24  
25 Reported by: Angela Campagna, CCR #495

1 an index and then you're -- it's putting in a base  
2 search. And that base search is republican, because  
3 you're at 4Republican. If you were at 4Jewish, the  
4 base search would be Jewish.

5 Q. Okay.

6 A. It would be called what is called a  
7 query again. But anyways, probably not relevant to  
8 your question.

9 MR. CARREON: Mr. Isenberg, are you  
10 comfortable if we go another 25 minutes, to about  
11 noon, and then break for lunch?

12 MR. ISENBERG: Sure.

13 MR. CARREON: Okay. I know --

14 MR. ISENBERG: If we haven't taken a break by  
15 then, I will need a break.

16 MR. CARREON: I know we've been going a little  
17 while. I was looking at the clock and thinking,  
18 well, if we took a break now and took a break 15  
19 minutes after that, it would be pointless.

20 MR. ISENBERG: That's fine. That's fine.

21 (Exhibit 3 marked.)

22 BY MR. CARREON:

23 Q. Okay. So I'm going to put Exhibit 3  
24 here in the chat. Just let me know when you have  
25 that, Mr. Levy.

1 A. Got it.

2 Q. Okay. Do you know what this is?

3 A. I think I know what you're trying to  
4 make it appear like. It's not my document. It  
5 appears to be -- I don't know what you did. A  
6 chopped up version of something that I think is  
7 supposed to represent 4Jewish. But I'm kind of  
8 assuming that the goat doesn't have eight legs, and  
9 I'm missing the -- the description appears to have  
10 been repeated several times. And I don't know what  
11 you did. I think I could take a guess at what  
12 you're trying to do, but it's not my document.

13 Q. Okay. Yeah. I think whoever generated  
14 this, there might have been an error in the  
15 screenshotting process.

16 A. A big one.

17 Q. So let's see. How would a user on the  
18 4Jewish site access a page like this?

19 A. It would search for it.

20 Q. So they search for it and it comes up.  
21 And then do they click into, like, a link that would  
22 then display this page?

23 A. So you're familiar with search engines,  
24 right?

25 Q. Yes.

1           A.    You do a search and then there's a list  
2   of stuff that comes up of results, and then you  
3   click a result. And if you're on, like, a site  
4   like, say, news.google -- or actually, I think even  
5   if you just do a news search in Google, there's  
6   something that says, like, more coverage. You can  
7   do that one instead. So it's a search result. But  
8   we're not looking at anything that ever appeared on  
9   my website like that.

10          Q.   What do you mean it never appeared on  
11   your website like that?

12          A.   Somebody here is -- you know, I'm just  
13   going to tell you what it looks to me like somebody  
14   was doing.

15          Q.   Sure.

16          A.   Somebody was trying to make a search  
17   result look like an article. So what they did is  
18   they chopped it three times and they overlaid it.  
19   And that's why you're seeing this repeated, you  
20   know, the goat picture is repeated. The dog  
21   picture, you can see there's a repeat and there are  
22   things that are over it. And what's happening is  
23   the description, which is really -- I think we sent  
24   you a picture of this. The description is really  
25   only a few sentences, but they are just doing it

1 over and over again. I think somebody used  
2 Photoshop and was trying to make this look very long  
3 when in fact it's very short. And, you know, in the  
4 end it's very deceptive.

5 So if you would like to put up a  
6 copy of what we sent you, then that would be  
7 something I could probably comment on. But  
8 commenting on something that I never made and  
9 really -- it's not my document.

10 Q. We'll get to that in a second. I  
11 understand it's not your document. I'm just trying  
12 to understand. I know that it looks like there was  
13 a technical error.

14 A. I don't know if I agree that it was a  
15 technical error. I think somebody might have been  
16 trying to do something. But if you want to assume  
17 that, then fine.

18 Q. Sure. What gives you the impression  
19 that it was not a technical error?

20 A. Because I know that this is a search  
21 result and it's limited to the headline and to a  
22 couple of sentences from the description, or from  
23 the first part of the text, and yet it's been made  
24 to look much longer. And that's not what my site  
25 looked like. I think somebody is -- I don't want to

1 be insulting, but I think somebody at your firm may  
2 have been trying to make this look like something  
3 that it wasn't.

4 Q. So you believe this was generated by  
5 Higbee & Associates?

6 A. Yes.

7 Q. And what makes you believe that?

8 A. So I've read a lot of stuff online.  
9 I've got -- I have some knowledge of how Higbee &  
10 Associates works, how it's compensating their  
11 employees. I've read discussions, you know, between  
12 Higbee and his former employees on LinkedIn, and I  
13 know that he was compensating -- I've also seen ads  
14 that he was posting online for people that were  
15 going to, I believe, be called copy resolution  
16 specialists or something like that. Basically  
17 people who were trying to get money for stuff like  
18 this. And it's my understanding that there was  
19 essentially a commission system or a bonus system.

20 And I know from having managed  
21 salesmen and employees for a very long time, that  
22 when you provide an incentive system that people can  
23 get paid, you know, if they fudge things a bit, that  
24 that can happen. And that's what it looks like to  
25 me happened. That is not my page.



1 A. No. That's not what's being displayed.

2 Q. If we move down, there is a line, a  
3 bolded word that says "excerpt."

4 A. Are we on 3 or 4 again?

5 Q. Let's stick to 4.

6 A. Okay.

7 Q. So you see that. And then there is a  
8 few lines of text, and then it says "read more,  
9 click here." You see what I'm referring to?

10 A. Yeah.

11 Q. That little chunk of text. So where  
12 did that come from?

13 A. That -- where does it come from? It's  
14 part of the rendered HTML. The system links that  
15 "read more, click here" to the New York Post article  
16 in this particular. So you click on that, you go to  
17 the New York Post. It almost worked. Instead it  
18 went to -- anyway, it's a URL. You can even click  
19 on it, it just goes to the wrong place.

20 Q. Sorry. I was unclear, but thank you  
21 for that answer. I'm talking about the  
22 non-hyperlink text, below the photo and before the  
23 hyperlink to "read more, click here."

24 A. Okay.

25 Q. It says excerpt, rogue goat, Robert

1 Miller.

2 A. Okay. So again, it sources first from  
3 the RSS and then from the meta tags, which is the  
4 meta tag description. And then in the event that  
5 that isn't present or isn't good enough, I think it  
6 will take the first 140 characters of the source  
7 text. My guess is that I can look at the -- yeah, I  
8 can look at the meta tags, but my guess is it just  
9 comes straight from the meta tags.

10 Q. Okay.

11 A. I actually don't have an original copy  
12 of the RSS, but I could go look at the RSS that the  
13 New York Post output, and I believe the RSS  
14 description matches the meta tag description. So it  
15 could come from either one of them.

16 Q. Okay. And you mentioned that there was  
17 a character limit, I think you said 140?

18 A. I think it was a 140. It was something  
19 like that. There was a character limit.

20 Q. Okay. Did you -- how did you come up  
21 with 140 character limit?

22 A. I want to say -- and I may not be right  
23 on the exact character limit. I know there is a  
24 character limit, and that's maybe sticking in my  
25 mind because at that time that was the Twitter text.

1       So maybe it was from that. I just know that there  
2       was a limitation on it and it chained down in order.

3               Q.     Was the limitation always around 140  
4       characters?

5               A.     Yeah. It was something like that.  
6       Maybe there were times where I experimented and got  
7       up to 200. And, you know -- but again, this is for  
8       something like if you haven't already been provided  
9       some decent stuff in the description or the RSS  
10      feed. I don't have the original RSS feed post.

11              Q.     Now that we've basically gone --

12              A.     The description in the RSS feed was  
13      longer than that. It might go with the entire  
14      description. It might go with whatever they put in.  
15      Because that's not something that I ever really  
16      considered. If they put a long piece of text, and I  
17      actually have seen people do this, I've seen type  
18      put the whole thing in the description. And, you  
19      know, I don't know if I accounted for that, because  
20      that's something that the publisher is directly  
21      saying to use. But there was a limitation in there.

22              Q.     But that limitation could be, for lack  
23      of better term, bypassed if the publisher put a  
24      longer description in the RSS feed?

25              A.     They would have to put it in there and

1 -- but I know that the New York Post doesn't do  
2 that. Even then it would kind of depend upon the  
3 time, but I think it was something like 40 percent  
4 or to a maximum of -- and I want to say round up  
5 around 140 or 200 maybe.

6 Q. You say the New York doesn't do that?  
7 And why are you certain?

8 A. No. The New York Post won't put the  
9 whole body of their text in the RSS. They put --  
10 they tend to put a few sentences in.

11 Q. You say that in present tense. Has  
12 that always been the case as far as you know?

13 A. Yeah. Pretty much.

14 Q. Okay.

15 A. Unless somebody went and arbitrarily  
16 changed it for some reason. I mean, I know that in  
17 the WordPress VIP system you can do that. So the  
18 author could have done that, but I strongly doubt  
19 that. I've never seen that happen at the New York  
20 Post. And if it was, then it's because the  
21 publisher wanted it. Whoever wrote the article.

22 But again, there was this  
23 limitation. I don't think it would have ever gone  
24 over 40 percent of the article, which was going to  
25 work out to a few sentences.

Robert Miller Vs. 4Internet, LLC, Et Al.

Page 1

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

CIVIL ACTION FILE NO. 2:18-cv-02097-JAD-VCf

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ROBERT MILLER, : VIDEOTAPED  
DEPOSITION OF:  
Plaintiff, :  
ROBERT MILLER  
V. :  
4INTERNET, LLC AND :  
JOHN DOES 1-10, :  
Defendants.

-----:  
TRANSCRIPT of testimony as taken by and  
before PATRICIA A. SANDS, a Shorthand Reporter  
and Notary Public of the States of New York and  
New Jersey, via VERITEXT VIRTUAL, and all other  
parties at the offices of VERITEXT, 7 Times  
Square, New York, New York, on Monday,  
September 13, 2021, commencing at 10:05 in the  
forenoon.

Job No. ATL 4790873

1 A I haven't.

2 Q And the responses that you took a  
3 look at were the written discovery responses in  
4 this case?

5 A I believe so.

6 Q Okay.

7 A I don't see them in front of me here,  
8 what you're referring to, but I do believe that  
9 is it.

10 Q And we will probably go through those  
11 a little bit later.

12 A Okay.

13 Q Have you ever been a party to a  
14 lawsuit other than this one?

15 A Yes.

16 Q Do you know approximately how many?

17 A I think two -- can I ask you, when  
18 you mean a lawsuit are you referring to  
19 infringement copyright lawsuits?

20 Q I am referring to anytime you either  
21 been a plaintiff or a defendant in any action  
22 that was filed in court.

23 A I'm not sure the number, in regard  
24 the infringements that were settled before  
25 being filed. And I'm not sure the number that

1           were filed.

2           Q     Okay. Other than this case, what  
3           other cases are you aware of that you are a  
4           party to?

5           A     Well, I was a party to a child  
6           support case. And there was a case, uhm, I was  
7           a party to versus the City of New York. I  
8           believe I was a party, it was 14 years ago, I  
9           believe. I believe it was 14 years ago,  
10          perhaps longer. I'm not sure of the timeline.

11          Q     Were you a plaintiff or a defendant  
12          in the case with the City of New York, if you  
13          remember?

14          A     Uhm, I was the plaintiff.

15          Q     Do you recall what that case was  
16          about?

17          A     Yes.

18          Q     What was it about?

19          A     It was, ah -- I believe it was health  
20          and hospitals, it was in regard to an  
21          assignment that I was on, I was detained  
22          against my will and held, and not allowed to  
23          leave. I was brought into the building and not  
24          allowed to leave. And I was pushed in the back  
25          by security guards who grabbed me.



1 this provision works, if you know?

2 A From what I understand, the New York  
3 Post has exclusive rights to use the photograph  
4 up until 4 o'clock the following day of  
5 publication. That's my understanding.

6 Q And then if they want something  
7 beyond that, they can pay you more for it, is  
8 that --

9 A I don't have an understanding of  
10 that, it hasn't been my experience.

11 Q Okay. All right. Can you tell me  
12 what you see?

13 A I don't have that on my --

14 Q Okay, I'm trying to -- there we go.

15 All right, so in addition to the documents  
16 that we just looked at, there is a separate  
17 exhibit which is a printed version of this  
18 spreadsheet that was provided to me from the  
19 New York Post. And if I understand it, it's a  
20 listing of the days that you have worked, some  
21 sort of description from them, and then what  
22 you were paid.

23 Do you see that?

24 A I see that.

25 Q Is it my understanding that you get

1 paid a sort of a flat rate or a day rate of  
2 some sort?

3 A Yes.

4 Q Can you clarify for me exactly what  
5 the compensation arrangement is with the New  
6 York Post?

7 A A day rate means that you're getting  
8 paid for approximately eight hours' worth of  
9 work a day of assignment, completing  
10 assignments.

11 Q Do you submit any invoices to the New  
12 York Post?

13 A Currently I'm using a system that was  
14 provided, access was provided to me by the New  
15 York Post through a system named Tungsten,  
16 T-U-N-G-S-T-E-N.

17 Q And what does that system do?

18 A It creates a purchase order, and  
19 allows myself to change the purchase order into  
20 an invoice and submit it. Somehow the Post  
21 receives that invoice, and that's how I'm paid.

22 Q How long has that been in place?

23 A I could not tell you the year it  
24 started, but it's been a few years. I don't  
25 remember the year it started.

1 Q Okay.

2 A But I do believe it is the same work  
3 that is produced that Mr. Sadowski does look  
4 at, work on copyright -- for lack of a better  
5 word, catalog.

6 Q And do you work with a Eugene  
7 Sadowski?

8 A Yes.

9 Q Is that Christopher's father?

10 A I don't believe it's his father.

11 Q Okay.

12 A I don't know if it's his uncle or  
13 cousin.

14 Q Okay.

15 A But I don't have that answer.

16 Q But the same last name?

17 A They are related somehow.

18 Q Fair enough. What is your  
19 understanding of what Eugene Sadowski does,  
20 either for you or for Christopher?

21 A I believe that Gene Sadowski finds  
22 infringements of images that have been  
23 published in the New York Post online.

24 Q Are you involved in his process?

25 A I am not.

1 Q Do you know how he purports to go  
2 about identifying potential claims?

3 A I don't know.

4 Q Have you ever discussed that with  
5 him?

6 A Not -- no, I have not, you know,  
7 received an understanding of how he does that  
8 based upon my discussions with him.

9 Q You had discussions, you're just not  
10 entirely sure how he goes about looking for  
11 claims?

12 A What kind of discussions do you  
13 exactly mean?

14 Q Well, discussions in terms of what it  
15 is that he does and how he does it.

16 A I discuss with him that he finds  
17 infringements, but I haven't discussed with him  
18 how he does that.

19 Q That's what I was trying to --

20 A If that answers your question.

21 Q Right. Whatever methods he may use,  
22 you are not familiar with them?

23 A I'm not.

24 Q And do you pay Gene Sadowski, Eugene  
25 Sadowski?

1           As a result of not receiving a bill for  
2           that, I assume that I am not paying for that  
3           directly.

4           Q     And if I understand correctly, the  
5           application for these photographs was submitted  
6           on September 25th, 2018, but you weren't  
7           involved in that process?

8           A     No.

9           Q     Okay.

10           MR. ISENBERG: Let me show you what  
11           we'll mark as Defendants' Exhibit 6.

12                   (Exhibit 6 marked for  
13           identification/referenced.)

14           Q     And this looks like an email that you  
15           received from Eugene Sadowski, where I guess he  
16           calls himself "Gene"?

17           A     Yes.

18           Q     August 31st, 2018.

19                   Do you see that?

20           A     Yes, I do.

21           Q     And it looks like he's sending you a  
22           "look I found something"; is that --

23           A     Yes.

24           Q     And is this how he would ordinarily  
25           communicate with you?

1           A     It would be the way he would, yes.  
2     Ordinarily.

3           Q     What would you do with this  
4     information?

5           A     I would look at it and see if it was  
6     a photo that I took.

7           Q     And would --

8           A     And then I would let him know if it  
9     was not something that I licensed to this  
10    company or individual.   And I would let him  
11    know that basically that this company did not  
12    ask me to license the image.

13          Q     Would you let him know by replying to  
14    the email?

15          A     I would, I would say yes, it's an  
16    infringement.

17          Q     So have you looked for the email that  
18    would have replied?

19          A     I did.   I did not see it.   Ah, I  
20    believe -- I believe I did look.

21          Q     Do you know when that was that you  
22    looked?

23          A     It was around the time that I was  
24    asked to, you know, produce some documentation  
25    for this case.   Uhm -- I don't believe I --

1 MR. CARREON: Objection, vague.

2 THE WITNESS: Yeah, that's vague. I  
3 don't understand the question.

4 Q For the pictures that were taken  
5 outside, anybody could have taken a photograph  
6 if they were standing next to you and recorded  
7 the same event; correct?

8 A In a public place people are allowed  
9 to take photographs.

10 MR. CARREON: Would now be a good  
11 time to take a break, counsel?

12 MR. ISENBERG: Sure.

13 THE VIDEOGRAPHER: The time on the  
14 video monitor is 2:35 p.m. We are off the  
15 record.

16 (Recess.)

17 THE VIDEOGRAPHER: We are back on the  
18 record, the time is 2:49 p.m.

19 Q All right, Mr. Miller, do you see the  
20 document that is Miller 00008? Let me turn the  
21 sharing back on, I apologize.

22 Do you see the Miller 0008?

23 A Yes, I see that.

24 Q And this is a letter of  
25 representation and power of attorney.

1 Do you see that?

2 A I do.

3 MR. ISENBERG: Yeah, we'll mark this  
4 as 20, and I'll designate it as  
5 confidential.

6 (Exhibit 20 marked for  
7 identification/referenced.)

8 Q All right, so this says:

9 "To whom it may concern: Please be  
10 advised that the law firm of Higbee &  
11 Associates has been retained by Robert Miller  
12 regarding a copyright infringement matter. As  
13 such, we have been appointed as attorney in  
14 fact, with full power and authority in  
15 determining the validity of the above matter  
16 and assist in any negotiation, settlement and  
17 payment. We are further authorized to pursue  
18 any legal remedies available to our client as a  
19 result of this matter. Agent of Higbee &  
20 Associates is hereby authorized to discuss any  
21 effort to settle and resolve the above matter."

22 Do you see that?

23 A I see that.

24 Q Does the Higbee & Associates firm  
25 settle cases without your knowledge?



1 MR. CARREON: Robert, I'm going to  
2 caution you not to reveal any attorney/  
3 client communication. If you can answer  
4 that question without discussing the  
5 specifics of attorney/client communication  
6 then answer, otherwise I will instruct you  
7 not to answer.

8 THE WITNESS: I will not answer based  
9 upon what my attorney instructs me.

10 MR. ISENBERG: All right, I don't  
11 think that implicates an attorney/client  
12 communication, but I will move on.

13 Q Is this your signature down here at  
14 the bottom of Exhibit 20?

15 A Yes.

16 Q And do you sign those regularly, or  
17 do you sign one and it gets used whenever it's  
18 needed?

19 A I believe I sign one and it gets used  
20 whenever it's needed.

21 Q How is the money collected from your  
22 claims split up?

23 MR. CARREON: I'm going to object on  
24 attorney/client privilege basis and  
25 instruct my client not to answer.

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UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

ROBERT MILLER,  
  
PLAINTIFF,

V.

4INTERNET, LLC AND  
JOHN DOES 1-10  
  
DEFENDANTS.

CIVIL ACTION FILE

NO. 2:18-cv-02097-JAD-VCF

ORAL ARGUMENT REQUESTED

**RESPONSE TO MOTION FOR ATTORNEY'S FEES**

COMES NOW, Defendant 4Internet, LLC and files this its Response to Higbee & Associates  
Motion for Attorney's fees, and shows this Court as follows:

**Brief Statement of Material Facts and Summary of Argument**

In 2018, 4Internet operated its small search engine using a single server. The Managing  
Member, Michael Levy, was able to identify commonality in visits to its server originating from  
H&A and from visits from an automated software service that used system resources that

1 crippled the server for material periods of time (See, e.g. [Doc. 35-1](#)). In September 2018, H&A  
2 was put on notice that whatever technology it was using was causing problems and that such use  
3 exceeded the authorization under the site's terms of use.<sup>1</sup> After Plaintiff brought this action,  
4 4Internet filed a counterclaim under the Computer Fraud and Abuse Act on March 5, 2019, and a  
5 similar, but broader Georgia statute. The factual allegations that were made in the counterclaim  
6 and later amended counterclaim showing the relationship between the disruptive bot traffic and  
7 H&A were included in a declaration of Michael Levy in which he explained how he identified  
8 the traffic and the relationship between the traffic and H&A ([Doc. 35-1](#)).

9  
10 The Court found initially that 4Internet's allegations demonstrated that it was merely  
11 possible that Higbee and H&A had caused its server disruption, but sufficient facts were not  
12 pleaded to demonstrate the allegations plausibly resulting in dismissal with leave to amend ([Doc.](#)  
13 [39](#)). 4Internet then filed an amended counterclaim that provided substantial additional facts that  
14 demonstrated that H&A and Mathew Higbee were not simply lawyers representing clients but  
15 were actively involved in looking for infringements on their clients' behalf first using Copyants  
16 and later Image Defender. This was confirmed in part when Plaintiff admitted that he had no  
17 idea how many demands had been sent on his behalf and had granted H&A a power of attorney  
18 to settle cases on his behalf without his knowledge (Miller Depo. 10:20-11:1; 52:25-53:15). In  
19 addition to the server log data, 4Internet knew several other things when the counterclaim was  
20 filed. First, H&A appeared to have a dollar copyright revenue goal that appeared to be over  
21  
22  
23  
24  
25  
26

---

27 <sup>1</sup> See Court's discussion of letter in [Doc. 47](#) pp. 10-11.  
28 PAGE 2 OF 17

1 \$100,000 per day.<sup>2</sup> Second, Mathew Higbee had given an interview in which he admitted that he  
2 had

3 recently started offering a Copypants-like reverse-image search service through  
4 his firm's own website [and] makes no apologies for his aggressive pursuit of all  
5 sorts of copyright infringement.<sup>3</sup>

6 Third, 4Internet had received other demands from H&A "claims resolution specialist" as well  
7 having had conversations with these some of these individuals that led Levy to conclude that this  
8 was like a debt collection operation.<sup>4</sup> Fourth, 4Internet was aware of an entire forum dedicated  
9 to complaining about H&A at ExtortionLetterInfo.<sup>5</sup> In other words, virtually every allegation in  
10 the counterclaim and amended counterclaim was based on facts, including those that now result  
11 in feigned outrage at being offended by having been called a troll. However, 4Internet was not  
12 the first, nor the last to call out the obvious abuse of the copyright system by H&A.<sup>6</sup>

13  
14 This leaves the issue of the controlling law. When the original complaint was filed,  
15 *Facebook, Inc. v. Power Ventures, Inc.*, 844 F.3d 1058 (9th Cir. 2016) could reasonably have  
16

---

17  
18 <sup>2</sup> Isenberg Decl. ¶ 13(e)

19 <sup>3</sup> [https://www.fastcompany.com/40494777/here-come-the-copyright-robots-for-hire-with-](https://www.fastcompany.com/40494777/here-come-the-copyright-robots-for-hire-with-lawyers-in-tow)  
20 [lawyers-in-tow](https://www.fastcompany.com/40494777/here-come-the-copyright-robots-for-hire-with-lawyers-in-tow)

21 <sup>4</sup> Isenberg Decl. ¶ 13(g)

22 <sup>5</sup> <https://www.extortionletterinfo.com/forum/higbee-letter-lawsuits-forum/>

23 <sup>6</sup> (First two links below were posted before the original counterclaim was filed)  
24 [https://www.techdirt.com/2019/02/22/investigating-higbee-associates-copyright-trolling-](https://www.techdirt.com/2019/02/22/investigating-higbee-associates-copyright-trolling-operation/)  
25 [operation/](https://www.techdirt.com/2019/02/22/investigating-higbee-associates-copyright-trolling-operation/)

26 [https://pubcit.typepad.com/clpblog/2019/02/consumer-warning-copyright-trolling-by-higbee-](https://pubcit.typepad.com/clpblog/2019/02/consumer-warning-copyright-trolling-by-higbee-and-associates.html)  
27 [and-associates.html](https://pubcit.typepad.com/clpblog/2019/02/consumer-warning-copyright-trolling-by-higbee-and-associates.html)

28 (Link below posted in 2021)

<https://gritdaily.com/higbee-and-associates-the-latest-legal-trolling-scam/>

1 been interpreted to allow a claim when authorization was revoked, which is what was  
2 specifically intended to have been communicated in the letter to H&A in September 2018  
3 relating to its use of technology. *hiQ Labs, Inc. v. LinkedIn Corp.*, 938 F.3d 985 (9th Cir. 2019),  
4 cert. granted, judgment vacated, 141 S. Ct. 2752, 210 L. Ed. 2d 902 (2021) was decided later, but  
5 4Internet made reasonable arguments that *Facebook* was more analogous and had it had not been  
6 overruled, and the facts in *hiQ* were distinguishable. Counsel was aware that the Eleventh  
7 Circuit had analyzed the CFAA access authorization language differently and there was a circuit  
8 split. Ultimately, the Ninth Circuit's interpretation was vindicated, but that wasn't certain to be  
9 the outcome and the arguments raised by 4Internet were not in any way frivolous or reckless.  
10

11 The counterclaim and amended counterclaim were not asserted for any improper purpose.  
12 Michael Levy, who is literally an expert in how the internet works, identified data that suggested  
13 to him that in fact his server was being used by some combination of H&A, Miller, and  
14 Sadowski to scrape data without authorization which caused disruption. Rest assured, if there  
15 was any doubt that the allegations were not justified, or counsel at all thought they were  
16 implausible, neither the counterclaim, nor amended counterclaim would have been filed. The  
17 data combined with the background suggested that H&A was not just counsel for a copyright  
18 claimant but was in fact actively causing harm to 4Internet.<sup>7</sup> Having deposed Plaintiff and  
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23  
24 <sup>7</sup> The bringing of the claim against H&A was not taken lightly. Having gone back and reviewed  
25 the allegations, the undersigned would still respectfully disagree with the Court's original  
26 plausibility analysis. Subsequently, 4Internet actually referenced specific data that inferred that  
27 H&A used Copyants, which 4Internet asserted caused harm to its server. See Amended  
28 Counterclaim Exhibit B showing a visit that originated at approximately 1:30 on July 18, 2018,  
followed about an hour later by a visit from Copyants. For a server that had little actual human  
traffic the odds of that being a coincidence are incredibly small.

Christopher Sadowski in this case, the reality continues to appear that H&A represents parties in infringement actions who happen to have small claims, but that it is the real beneficiary of its business model.

### **Argument and Citation to Authority**

#### **I. Standard for Granting Award of Fees**

Attorney's fees may be assessed under Rule § 11, 28 U.S.C. § 1927, and under the Court's inherent authority. "Under any of these three sources of authority, sanctions are an extraordinary remedy, one to be exercised with extreme caution." *City of Los Angeles v. Garcetti*, No. LACV2106003DOCKES, 2021 WL 6751982, at \*2 (C.D. Cal. Dec. 21, 2021) (quoting *In re Keegan*, 78 F.3d at 437 (quotation marks omitted).

##### **A. Under 28 U.S.C. § 1927**

28 U.S.C. § 1927 provides discretion for the Court to award attorney's fees against an attorney

who so multiplies the proceedings in any case unreasonably and vexatiously may be required by the court to satisfy personally the excess costs, expenses, and attorneys' fees reasonably incurred because of such conduct.

In *B.K.B. v. Maui Police Dep't*, 276 F.3d 1091, 1107 (9th Cir. 2002), as amended (Feb. 20, 2002) the Ninth Circuit, analyzed the circuit's precedent as to when sanctions were appropriate under § 1927. It indicated that in *In re Keegan Mgmt. Co., Sec. Lit.*, 78 F.3d 431, 436 (9th Cir.1996) it was determined that any sanctions under that section "must be supported by a finding of subjective bad faith, which is present when an attorney knowingly or recklessly raises a frivolous argument, or argues a meritorious claim for the purpose of harassing an opponent." The *B.K.B. Court* then cited *Keegan's* proposition that "for sanctions to apply [under

§ 1927], if a filing is submitted recklessly, it must be frivolous, while if it is not frivolous, it must be intended to harass.... Reckless nonfrivolous filings, without more, may not be sanctioned.”

*B.K.B.*, id quoting *Keegan* at 436.

Because sanctions under this section only apply to a multiplication of proceedings, it does not apply to an initial pleading. In *Glasser v. Blixseth*, 649 F. App'x 506, 506–07 (9th Cir. 2016) the Ninth Circuit, relying on *De Dios v. Int'l Realty & Invs.*, 641 F.3d 1071, 1076 (9th Cir.2011) applied this to a counterclaim. In *Mirch v. Frank*, 266 F. App'x 586, 588 (9th Cir. 2008) the Ninth Circuit did find that a third-party complaint was not an initial pleading. The District Court in *Glasser* cited *Mirch* for the proposition that a counterclaim was not an initial pleading, but the Ninth Circuit panel in *Glasser* expressly disagreed as to the counterclaim.

#### B. Inherent Authority

“A specific finding of bad faith must precede any sanction under the court's inherent powers.” *Fink v. Gomez*, 239 F.3d 989, 992 (9th Cir. 2001) citing *United States v. Stoneberger*, 805 F.2d 1391 (9th Cir.1986) (quoting *Roadway Exp., Inc. v. Piper*, 447 U.S. 752, 767 (1980)).

For purposes of imposing sanctions under the inherent power of the court, a finding of bad faith does not require that the legal and factual basis for the action prove totally frivolous; where a litigant is substantially motivated by vindictiveness, obduracy, or mala fides, the assertion of a colorable claim will not bar the assessment of attorney's fees. Sanctions are available if the court specifically finds bad faith or conduct tantamount to bad faith. Sanctions are available for a variety of types of willful actions, including recklessness when combined with an additional factor such as frivolousness, harassment, or an improper purpose. Therefore, an attorney's reckless misstatements of law and fact, when coupled with an improper purpose, are sanctionable under a court's inherent power.

*B.K.B.* at 1107–08 (somewhat cleaned up).

“Because of their very potency, inherent powers must be exercised with restraint and discretion.” *Chambers v. NASCO, Inc.*, 501 U.S. 32, 44 (1991) (citing *Roadway Exp.*, supra).

1 The *Chambers Court* found sanctions appropriate “if a court finds that fraud has been practiced  
2 upon it, or that the very temple of justice has been defiled,” or “when a party shows bad faith by  
3 delaying or disrupting the litigation or by hampering enforcement of a court order.” *Id.* at 46  
4 (citations omitted). In *Chambers*, the Court found that “[m]uch of the bad-faith conduct . . . was  
5 beyond the reach of the Rules; his entire course of conduct throughout the lawsuit evidenced bad  
6 faith and an attempt to perpetrate a fraud on the court, and the conduct sanctionable under the  
7 Rules was intertwined within conduct that only the inherent power could address.” *Id.* at 50-51.

9 As discussed herein, there is no course of conduct, no fraud on the Court, no defiling of the  
10 temple of justice, and no disobedience of any court order.

## 11 II. Factual Allegations in the Counterclaim

12 Before Plaintiff even filed his Complaint, on September 25, 2018, 4Internet has provided  
13 information to its counsel that H&A was using a bot program that was causing disruption to  
14 4Internet’s server and warned that a counterclaim would be forthcoming the harmful conduct  
15 continued. On February 4, 2019, Levy<sup>8</sup> sent the undersigned two spreadsheets showing visits he  
16 attributed to Copypants and from Higbee & Associates. The Copypants spreadsheet referenced  
17 both “Botpants” and an e-mail address of [info@copypants.com](mailto:info@copypants.com) in the user agent. There were  
18 several pieces of publicly available information. H&A had used Copypants,<sup>9</sup> Mathew Higbee  
19 was proud of his aggressive tactics, H&A had a tremendous daily revenue goal, H&A was a  
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24 <sup>8</sup> As of February 2019, not only did Levy have nearly twenty-five years’ experience in  
25 technology and the Internet, but the undersigned was well aware of his understanding of the data  
26 available to his servers having represented Levy since as early as late 2001.

27 <sup>9</sup> [https://www.fastcompany.com/40494777/here-come-the-copyright-robots-for-hire-with-](https://www.fastcompany.com/40494777/here-come-the-copyright-robots-for-hire-with-lawyers-in-tow)  
28 [lawyers-in-tow](https://www.fastcompany.com/40494777/here-come-the-copyright-robots-for-hire-with-lawyers-in-tow)



1 prolific filer of copyright claims, and 4Internet's server was indexing the New York Post. It  
2 appeared to 4Internet and the undersigned that H&A was deploying Copypants to scrape  
3 4Internet's server in its efforts to search for and locate potential targets. As alleged in the  
4 original counterclaim, the visits from Copypants used significant system resources and appeared  
5 to 4Internet to be causing it server to crash. At the time of filing the original counterclaim, it only  
6 knew with certainty based on the log files that after August 18, 2018, it continued to received bot  
7 traffic from the same IP addresses that Copypants had used, but the user agent no longer referred  
8 to the Copypants e-mail address or BotPants. 4Internet subsequently learned that H&A had  
9 developed its own automated image searching system, Image Defender. The technical data and  
10 references to Copypants and Image Defenders was sworn to by Levy in his declaration, and the  
11 undersigned certainly reasonably inquired into the factual allegations. By his own words,  
12 Mathew Higbee admitted that he used technology to search for infringing uses of photographs.  
13 By all accounts it appeared reasonable that Higbee was pinching 4Internet and when 4Internet  
14 said ouch that hurts, please stop, he did not stop.

## 17 II. The Counterclaim was neither Vexatious nor Reckless

18 There was a good faith basis for counsel to file the counterclaim. That has been bolstered by  
19 information not previously available. In the Carreon Declaration, he claims that he spent nearly  
20 three hours on June 13, 2019, comparing the Levy Declaration (35-1) with dates in a spreadsheet  
21 with records in CRM<sup>10</sup> (Doc 123-1 pp. 5). This frankly supports the allegations that H&A was  
22 not merely an attorney representing a client but was actively involved in finding infringements  
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27 <sup>10</sup> CRM presumably refers to a customer relationship management program.

for its client. Alone, that's not the problem, but the method that appeared to be being used was. As discussed below, that the Ninth Circuit later determined that CFAA was not an avenue for recovery for the harm caused neither lessened the harm nor makeup for the conduct. It just precluded a federal claim. As indicated in the undersigned's declaration filed with the Court in connection with Internet's motion for fees, counsel, Ryan Isenberg, litigated several substantial infringement cases for the Coach fashion house. Sometimes Mr. Isenberg would visit a location selling counterfeit materials. Not a problem. But, if Mr. Isenberg broke a window to get in, that would be unlawful, and would expect to be sued. If Mr. Isenberg sent someone that worked for him to do the same thing, that person and Mr. Isenberg could be liable for having caused damage, even if it helped bring or support a claim. Essentially, this is exactly what Levy had described in his declaration, which was the basis for counterclaim and amended counterclaim. As described in a Rule 11 sanctions case, there was sufficient evidence and information for counsel to a "reasonable inference that some wrongdoing was afoot." *Smith v. Our Lady of the Lake Hosp., Inc.*, 960 F.2d 439, 445–46 (5th Cir. 1992) (citing *Lebovitz v. Miller*, 856 F.2d 902, 906 (7th Cir.1988) and *Mary Ann Pensiero, Inc. v. Lingle*, 847 F.2d 90, 95 (3d Cir.1988). Contrary to H&A's stated *belief*, the counterclaim was not brought based on an improper motivation, but because that is where the evidence pointed.

### III. The Court's Order Dismissing the Amended Counterclaim and Relevant Law at the Time

H&A relies on this Court's Order granting its motion to dismiss the amended counterclaim in support of its quest to seek fees. It suggests that the Court's easy summary dismissal supports its claim that the filing was frivolous. Counsel is not going to relitigate the motion but having reviewed the allegations continues to believe that sufficient facts were

1 pleaded to plausibly allege that H&A was involved in or with the deployment of a bot  
2 technology that caused 4Internet harm.

3 The primary basis for dismissal of the amended counterclaim was the then newly decided  
4 case of *hiQ Labs, Inc. v. LinkedIn Corp.*, 938 F.3d 985 (9th Cir. 2019), cert. granted, judgment  
5 vacated, 141 S. Ct. 2752, 210 L. Ed. 2d 902 (2021). 4Internet reasonably articulated why *hiQ*  
6 was distinguishable factually and explained that *Facebook, Inc. v. Power Ventures, Inc.*, 844  
7 F.3d 1058, 1067-68 (9th Cir. 2016) permitted the claim because H&A was informed of the harm  
8 it was causing and its authorization to visit the site was revoked ([Doc. 43 pp. 9-14](#)). The Court  
9 disagreed and effectively found that *hiQ* required password protection. 4Internet could not  
10 reasonably quibble with the outcome of the motion. The Court's application of *hiQ* and  
11 dismissal was appropriate. However, the Eleventh Circuit had come out the other way in *United*  
12 *States v. Van Buren*, 940 F.3d 1192 (11th Cir. 2019) which was decided in October 2019. The  
13 response to the Motion to Dismiss the Amended Counterclaim was filed on February 21, 2020,  
14 while the *Van Buren* cert. petition was pending and later granted in April. Had *Van Buren* come  
15 out the other way, 4Internet would have had grounds to seek reconsideration of the Court's  
16 ruling or preserved the issue for further review. That never happened, but that doesn't make the  
17 amended counterclaim frivolous, reckless, or improperly motivated.<sup>11</sup>

21 The Court's analysis relating to the Georgia statutory claim was a closer call. No Court  
22 had ever interpreted that statute to require anything approaching password protection.

23 Regardless, the Court found that "4Internet's letter does not plainly put Higbee on notice that  
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27 <sup>11</sup> If there was improper motivation in this case, it was H&A knowingly filing a case that  
involved in-line linking.

Higbee or H&A no longer had authority to visit 4Internet’s website” ([Doc. 47 pp. 11](#)). That notice was sent in September 2018 before suit was filed by Plaintiff and before Levy had an opportunity or reason to spend several hours downloading large data files to connect the dots, and it is at least arguable that the Court’s plausibility and inferential analysis may have strayed a bit too far into the *Twombly* weeds. Just because 4Internet didn’t have the information to have the foresight to articulate a more specific demand that the bot activity stop doesn’t make the claim frivolous, reckless, or brought for some improper motive.

#### VI. Fees for the Original Claim Are Barred

H&A is seeking to recover fees dating back to 2019. As noted above, the initial pleading is barred from consideration as contemplated in *Glasser*, supra at 506-507. This would prohibit any award from being made based on the initial counterclaim not even taking into account that most of H&A’s motion made in connection with the original counterclaim argued subject-matter jurisdiction and did not address the merits of the claim. The Amended Counterclaim was not filed until January 19, 2020, and no fees should be considered before that.

#### VII. H&A Seeks to Recover Unreasonable Time at Unreasonable Rates

In order to determine a fee award, the Court is required to determine that the time spent, and the rates sought, are reasonable subject to any adjustments that may be appropriate. “It is the responsibility of the attorney seeking fees to submit evidence to support the requested hourly rate.” *Roberts v. City of Honolulu*, 938 F.3d 1020, 1023–24 (9th Cir. 2019) (citations omitted).

The Declaration of Ryan Carreon is somewhat misleading. For example, he avers that he has been practicing for five years, which is true based on his December 2016 bar admission date in California. However, he was not a fifth-year senior associate in March 2019. At that point, he would have had about two years of experience but apparently seeks to recover his currently

1 hourly rate for the work he did then. Similarly, Saba Basria would have been a third-year  
2 associate in March 2019, etc.

3 In *Reed v. Ezelle Inv. Properties Inc.*, No. 3:17-CV-01364-YY, 2019 WL 1453480 (D. Or.  
4 Apr. 2, 2019) H&A filed a motion to recover attorney's fees that was granted. In support of that  
5 motion, Mathew Higbee submitted a declaration under oath on November 16, 2018, in which he  
6 averred that his rate was \$300 per hour and his associates, including Mr. Carreon, billed at \$250  
7 per hour (See Reed [Doc. 41-1](#)). Carreon has not pointed to anything that would suggest that his  
8 or Ms. Basria's hourly rate could have possibly increased over one hundred percent in four  
9 months or even fourteen. A fifteen percent year of year increase would yield a \$380 rate for  
10 2022. "Generally, when determining a reasonable hourly rate, the relevant community is the  
11 forum in which the district court sits." *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 979 (9th  
12 Cir. 2008) (citation omitted). No evidence has been offered as to what a reasonable second- or  
13 third-year associates in Las Vegas would have billed in 2019 or a third- and fourth-year associate  
14 in 2020.

15 Not to in any way diminish an obviously skilled lawyer, but Carreon also gilds the lily a  
16 bit on his record. He claims that many of his cases resulted in published opinions. According to  
17 a Westlaw search 3 of 59 decisions in which he is listed as counsel of record resulted in  
18 published decisions. He also states he has successfully argued multiple appeals. In both  
19 instances, if more than one is multiple then the statements are true, but it appears they are  
20 intended to give the impression of something more substantial.

21 In addition to the rate issue, substantial time is sought that involves duplication.  
22 "Unnecessary duplication of effort should be excluded from the lodestar [calculation]. *SVI, Inc.*  
23 *v. Supreme Corp.*, No. 216CV01098JADNJK, 2018 WL 1718560, at \*2 (D. Nev. Apr. 9, 2018)

(citing *Herrington v. County of Sonoma*, 883 F.2d 739, 747 (9th Cir. 1989)). Though each entry that involves discussion or strategy or review of the same motions is billed exactly twice, there is substantial duplication of billing. The very first entry in Exhibits A and B are two associates meeting to review the filing and discuss strategy. On January 21, 2020, both billed half an hour to review the amended counterclaim. In *Stonebrae, L.P. v. Toll Bros.*, No. C-08-0221-EMC, 2011 WL 1334444, at \*13 (N.D. Cal. Apr. 7, 2011), aff'd, 521 F. App'x 592 (9th Cir. 2013) the District Court noted it was “impossible to ascertain with precision the number of unnecessarily duplicative and redundant hours spent resulting from multiple counsel performing overlapping work . . .” The same District Court later suggested that “counsel seeking fee awards bear the risk that the lodestar will be subject to scrutiny and possible reduction due to unreasonable inefficiencies and duplicative efforts engendered by multiple counsel.” *Rosenfeld v. U.S. Dep't of Just.*, 904 F. Supp. 2d 988, 1005–06 (N.D. Cal. 2012). H&A has made not effort to identify and justify the various strategy meetings and review of work from one associate by another.

#### VIII. Inaccuracies and Factual Assertions

H&A has continually whined that everything Internet has done in this case is harassing. At the motion to compel hearing held on January 26, 2021, Mr. Higbee raised this exact same argument that everything that was done was being done to harass his client in this simple copyright case. The Magistrate hit the nail on the head when he remarked that it was the Plaintiff that filed this lawsuit and of course the case was going to be defended (Doc. 76, Recording at 41:34-42:28).

Footnote 3 of the H&A brief (pp. 10) claims that H&A was merely the law firm and only the Plaintiff had sole discretion to dismiss the case. This statement is emphatically untrue. Plaintiff had executed a power of attorney that gave H&A “full power and authority in determining the

1 validity of the [claim] and assist in any negotiation, settlement, and payment.” See Miller Depo.  
2 Ex. 20. When asked if the H&A firm settles cases without his knowledge, counsel for Miller,  
3 protecting H&A, objected. Plaintiff then admitted that he only signed one of those powers of  
4 attorney and it was used whenever it was needed. Miller Depo. 140:20-142:9. Given that the  
5 Plaintiff had no idea how many lawsuits or demands were sent on his behalf (Miller Depo.  
6 10:20-11:1; 52:25-53:15), it begs the question as to whether this case was filed without  
7 Plaintiff’s knowledge. More likely than not, this motion is a strategic filing hoping to lessen the  
8 impact of an attorney fee award against the Plaintiff, which he may find troubling if he was never  
9 informed of that being a problem in the first place. Otherwise, it seems more likely that if H&A  
10 really thought the counterclaim or the amendment was frivolous, it would have served a Rule 11  
11 motion long ago.

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14 H&A also complains about what it self-selects in calling ad hominem attacks. While there  
15 are too many to refute in this response, some will be addressed.

16 Attack: H&A used debt collection tactics.

17 Fact: H&A used non lawyers to harass 4Internet. These people, who would not take no for  
18 an answer, called themselves claims resolution specialists, would threaten to file lawsuits, and  
19 the subject line in one e-mail was “Ignoring this Problem Will Only Make It Worse.”<sup>12</sup> This  
20 doesn’t include the tactics that are described in the various articles on Techdirt or the experiences  
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27 <sup>12</sup> See Isenberg Decl. Ex. C (Page 3).

1 reported on ExtortionLetterInfo. Similar tactics were used that led to the filing of declaratory  
2 judgment action against H&A client Quang-Luong.<sup>13</sup>

3 Attack: H&A have filed 99 copyright lawsuits in the past 3 years with 13 filed on behalf of  
4 Sadowski and 3 on behalf of Miller.

5 Fact: This was the result of a report downloaded from PACER. 4Internet will not attach the  
6 report unless the Court requests it, but it is true. The Court can take judicial notice of the filings  
7 by H&A.

8 Attack: H&A's "business model involves getting settlements from defendants in amounts  
9 that are not worth defending and obtaining default judgments against parties who do not  
10 respond;" H&A is a copyright troll; H&A engages in legalized extortion

11 Fact: (1) Higbee admits the basics of this in the Fast Company article referenced above and  
12 the default judgments are a matter of public record. (2) Mr. Isenberg represented Paradise Media  
13 Ventures in 2019 after it received a demand from H&A. In that matter, Mr. Higbee demanded  
14 \$1,563 to settle on behalf of his client and accepted \$500.<sup>14</sup> If that's not a nuisance claim that  
15 was not worth defending, then nothing is.

16 H&A can fashion itself however it wants. The District Court in *McDermott v. Monday*  
17 *Monday, LLC*, No. 17CV9230 (DLC), 2018 WL 5312903 (S.D.N.Y. Oct. 26, 2018) affirmed  
18 having referred to east coast volume filer Richard Liebowitz (an attorney with whom H&A  
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<sup>13</sup> 5:19-cv-02497-SVK (CAND) – See <https://pubcit.typepad.com/files/bladeforumsemails.pdf>

<sup>14</sup> See Isenberg Decl. Ex. D.



1 claimed to compete) described him as a troll, and then on reconsideration affirmed that  
2 description applying the definition below.

3 In common parlance, copyright trolls are more focused on the business of  
4 litigation than on selling a product or service or licensing their copyrights to third  
5 parties to sell a product or service. A copyright troll plays a numbers game in  
6 which it targets hundreds or thousands of defendants seeking quick settlements  
7 priced just low enough that it is less expensive for the defendant to pay the troll  
8 rather than defend the claim.

9 (citations omitted).

10 Attack: Mathew Higbee impliedly perjured himself in his declaration.

11 Fact: The allegations cited in the Complaint say nothing of the kind.

12 Attack: H&A of allegedly made several material misrepresentations to this Court.

13 Fact: H&A filed a declaration that asserted facts that were false and misleading relating to  
14 4Internet's server (See [Doc. 43](#) FN3, pp. 14:26-15:13 for further explanation).

15 Attack: Mathew Higbee's declaration was "word-smithed" to give a false impression to the  
16 Court.

17 Fact: The declaration appeared to have been drafted so as to infer something that could be  
18 argued that was not true (See [Doc. 43](#) FN40 for further explanation).

### 19 Conclusion

20 The filing of the counterclaim and amended counterclaim were based on data that suggested  
21 H&A was in fact involved in the disruption to 4Internet's server as well as the background facts  
22 which prove that H&A used technology that could have caused the problems and could have  
23 been liable. Michael Levy is entitled to be angry and frustrated that he had to choose between  
24 settling a small case that he was likely going to prevail upon or spend six figures fighting when  
25 4Internet had no stream of income. That a litigant is rightfully angry at having been sued and  
26

1 chooses to defend itself rather than settle is not evidence of filing anything for any improper  
2 purpose. There is certainly no evidence that counsel was motivated by an improper purpose and  
3 the Court should respectfully deny the motion for fees.

4  
5 Respectfully submitted this the 11<sup>th</sup> day of August, 2022.

6 /s/ Ryan Isenberg

7 **Certificate of Service**

8 This is to certify that I have this day filed the within and foregoing Response to Motion  
9 for Attorney's Fees using the Court's CM\ECF system, which will generate notice to the  
10 following counsel of record for Plaintiff:

11 Mathew K. Higbee - [mhigbee@higbeeassociates.com](mailto:mhigbee@higbeeassociates.com)

12 Ryan E. Carreon - [rcarreon@higbeeassociates.com](mailto:rcarreon@higbeeassociates.com)

13  
14 /s/ Ryan Isenberg

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UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

ROBERT MILLER,  
  
PLAINTIFF,

V.

4INTERNET, LLC AND  
JOHN DOES 1-10

DEFENDANTS.

CIVIL ACTION FILE

NO. 2:18-cv-02097-JAD-VCF

**DECLARATION OF RYAN ISENBERG**

1. My name is Ryan L. Isenberg. I am the attorney of record for Defendant 4Internet, LLC.
2. I give this declaration in support of Defendant 4Internet, LLC's Reply Brief in Support of its Motion for Attorney's Fees and in opposition to the Higbee & Associates Motion for Attorney's Fees.
3. I have personal knowledge of the matters set forth herein.
4. In over twenty years of practice, I have never been the subject of a motion for sanctions.

- 1 5. I have never brought any action, claim, or counterclaim, for any “improper purpose,” and  
2 that includes the counterclaims asserted in this case against Higbee & Associates and  
3 Mathew Higbee.
- 4 6. I have been familiar with the 4Internet search engine since as early as June 2011 when I  
5 filed a federal trademark application for 4INTERNET.
- 6 7. I am familiar with Michael Levy’s knowledge and understanding of the data the 4Internet  
7 server is able to log and identify.
- 8 8. Having represented Michael Levy and his various business interests for twenty years, I  
9 am familiar with his understanding of the Internet and technology.
- 10 9. By September 2018, Mr. Levy had discovered and relayed to me that Internet Protocol  
11 addresses that were associated with Higbee & Associates appeared to be causing  
12 disruption to the 4Internet server, I sent a letter to Mr. Higbee that was intended to make  
13 clear that the bot activity that seemed to be associated with this firm needed to stop.
- 14 10. On February 4, 2019, Mr. Levy sent an email to me that contained spreadsheets  
15 identifying visits that appeared to be from the Copypants bot and visits from Higbee &  
16 Associates.
- 17 11. The user agent data from the Copypants bot identified those visits as “Copypants” and the  
18 visits would last a second or less at times which, along with the browser size, suggested  
19 to Mr. Levy that this was “bot traffic.”
- 20 12. The Higbee & Associates visitor data were based on referrer string information that  
21 showed that the previous page before the 4Internet page as being located at  
22 copyright.higbeeassociates.com/case\_screening (with some additional variables). I  
23 personally went to that URL at the time and there was a screen that required a login and  
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1 password for access which confirmed that whoever had visited the page had to at least  
2 have access to the Higbee & Associates system.

3 13. At the time of the filing of the counterclaim, I was aware of the following:

- 4 a. 4Internet had received multiple demands from employees of Higbee & Associates  
5 about at least three different photographs (excluding Robert Miller's claim) that  
6 could be found on pages that had been in-line linked through one of the 4Internet  
7 pages. Copies of the demands are attached hereto as Exhibit "A" (only the letter  
8 portion has been included and not the additional 130 or so pages of powers of  
9 attorneys, copyright certificates, and other exhibits)  
10  
11 b. Despite having informed Mr. Higbee in September 2018 that I represented  
12 4Internet, I again had to contact him on November 29, 2018, and asked him to  
13 have his firm stop contacting 4Internet. That notice and his reply is attached  
14 hereto as Exhibit "B."  
15  
16 c. A copy of e-mail correspondence between Michael Levy and various employees  
17 at Higbee & Associates is attached hereto as Exhibit "C." On Page 3 is an email  
18 that most likely did not come from Mathew Higbee that contains the subject line  
19 "Ignoring this Problem Will Only Make It Worse."  
20  
21 d. I had watched a Youtube video from Higbee & Associates that suggested it was  
22 targeting over \$100,000 in daily revenue from copyright infringement claims. A  
23 screenshot showing can be found at  
24 [https://www.youtube.com/watch?v=VAXsP\\_yzf0](https://www.youtube.com/watch?v=VAXsP_yzf0) at 0:52 (posted January 11,  
25 2017)  
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- 1 e. Mathew Higbee had given an interview to Fast Case in which he had admitted to  
2 using Copypants. A link to this article has been included in the response brief and  
3 can be found at [https://www.fastcompany.com/40494777/here-come-the-](https://www.fastcompany.com/40494777/here-come-the-copyright-robots-for-hire-with-lawyers-in-tow)  
4 [copyright-robots-for-hire-with-lawyers-in-tow](https://www.fastcompany.com/40494777/here-come-the-copyright-robots-for-hire-with-lawyers-in-tow).  
5  
6 f. The Copypants site itself described the relationship with Higbee & Associates.  
7  
8 g. I was aware and had visited a website at  
9 <https://www.extortionletterinfo.com/forum/higbee-letter-lawsuits-forum/> filled  
10 with pages and pages of complaints about H&A's method and practices.  
11  
12 h. I was aware of an article published at  
13 [https://www.techdirt.com/2019/02/22/investigating-higbee-associates-copyright-](https://www.techdirt.com/2019/02/22/investigating-higbee-associates-copyright-trolling-operation/)  
14 [trolling-operation/](https://www.techdirt.com/2019/02/22/investigating-higbee-associates-copyright-trolling-operation/) discussing an improper claim based on in-line linking.  
15  
16 i. According to the log data, in August 2018, bot traffic continued to visit the  
17 4Internet sites, but the user agent information had been modified to remove the  
18 copypants identifying information.  
19  
20 j. I had searched PACER to get an idea of how many cases Higbee & Associates,  
21 Plaintiff, and Christopher Sadowski had filed. The results were downloaded to  
22 using \*csv so I could view them in Excel.  
23  
24 k. On March 8, 2019, Mr. Levy provided me with approximate five examples of  
25 New York Post online articles that had started with a stock image that was later  
26 replaced by one taken by an H&A client, which was certainly suspicious. An  
27 example is below:

28 i.

<https://web.archive.org/web/20180117225201/https://nypost.com/2018/01/>

[17/man-charged-with-jaywalking-after-getting-hit-by-truck/](http://17/man-charged-with-jaywalking-after-getting-hit-by-truck/) (original stock image from Shutterstock

ii. <https://nypost.com/2018/01/17/man-charged-with-jaywalking-after-getting-hit-by-truck/> (replaced with an image from Christopher Sadowski)

14. Given the disruptions that Mr. Levy described, the data he provided, and the insatiable appetite for finding and bringing copyright infringement claims, it reasonably appeared to me that Higbee & Associates was using a bot to search for images it would later claim were infringing.

15. After the Court initially dismissed the counterclaim, Mr. Levy did further research to try to provide additional details that would show how and why the disruptive bot traffic was attributable to H&A.

16. Additional background information was also alleged to demonstrate that H&A had a need and desire to obtain additional information. Though it was not alleged that H&A was intentionally causing harm, the additional background was intended to articulate why it was more likely than not that it would have been using the bot that 4Internet identified as problematic.

17. By then, I had represented another client, Paradise Media Ventures, LLC, which had received a demand from Higbee & Associates. I have attached my correspondence with Mr. Higbee and his firm employee as Exhibit “D.” As the Court can see, the amount demanded was \$1,563 and it was resolved for \$500.

1 18. I declare under penalty of perjury under the laws of the United States of America that the  
2 foregoing is true and correct.

3 /s/ Ryan Isenberg  
4 Ryan L. Isenberg  
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# EXHIBIT A



September 10, 2018,  
Re: Claim Number: 518123 FRE 408 Settlement Communication

Dear Michael Levy,

The Law Firm of Higbee & Associates represents Alex Maxim. Copyright images owned by Alex Maxim were discovered on 4Internet, LLC website(s). Please see the attached exhibits that show the use of the copyrighted works. Our client has no record of you having a license to use their copyrighted work and has authorized us to contact you on their behalf. If you have a license, please contact us immediately with a copy of that license at [claims@higbeecassociates.com](mailto:claims@higbeecassociates.com), please include the claim number (518123).

Alex Maxim is leading fashion and product photographer. His clients include multiple Fortune 500 companies and his work has appeared in leading magazines. Businesses using his work without a license is a big problem that threatens his livelihood. He spends countless hours and money working to stop the unauthorized use of his work.

If 4Internet, LLC does not have a license, we believe the use of the work is a violation of The Copyright Act, Title 17 of the United States Code. As the violation occurred on a company website, the company is liable for the unauthorized use, including cases in which a website designer, employee or a third party is responsible for the inclusion of this image on your website. Even if your use of the image without a license was unintentional, for example; if the image was found on the internet and believed to be available for free use, it is still a violation of copyright law, and ceasing use of the images now may reduce the liability, but not release you or your organization from liability.

The unauthorized use of my client's work threatens my client's livelihood. While Alex Maxim, does have the right to bring a lawsuit for damages, my client is willing to settle this in an amicable way, out of court and without a lawsuit. I was asked to contact you and see if we can negotiate a settlement and save everyone the stress and costs of going to court. Please know that I only have a limited amount of time to settle this claim out of court.

If forced to go to court, my client will ask for the maximum relief possible, which may include statutory damages under 17 U.S.C. §504 for up to \$150,000 for intentional infringement or \$30,000 for unintentional infringement. My client would also ask the court to have you pay court costs and attorneys fees. Copyright lawsuits can result in judgments, wage garnishments and liens on property. In some instances, the business owner can be held individually liable.

This type of claim is often covered by business insurance. You may wish to forward this to your insurance carrier. You may also wish to hire an attorney.

**If we do not hear from you within 30 days from the date of this letter, we will have no choice but to take this to mean that you do not have a license and do not want to settle this matter out of court.**

To resolve this matter efficiently and amicably out of court, please follow these steps:

(1) Within five business days after receipt of this letter, remove all occurrences of the image from your website(s), cease using it in any way, and confirm in writing that you have done so.

Claim number: 518123

Printed: September 10, 2018 10:18

**Corporate HQ** 1504 Brookhollow Dr. Suite 112, Santa Ana, CA 92705

**Phone** (800) 716-1245 **Fax** (714) 597-6559 **Web** [higbeecassociates.com/infringements](http://higbeecassociates.com/infringements)

SER 0129

AND

(2) Within seven business days after receipt of this letter, return to our firm the attached Release License, along with your payment in the form of a valid cashier's check or money order for **\$2000** payable to "**Higbee & Associates Client Trust Account**". This can be returned to us via US Mail. You can also pay over the phone or online at <http://copyright.higbeeassociates.com/resolution>. Your login is 518123. Your password is bhe0nyf9. If you choose to make your payment online, you can return the Release License via email to [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com). Please include the case number (518123) in the subject line.

Please feel free to call or email us to discuss this matter, 800-716-1245 or send email to [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com)

Sincerely,



Mathew K. Higbee  
Attorney at Law

September 24, 2018,

Re: Claim Number: 518099 FRE 408 Settlement Communication

Dear Michael Levy,

The Law Firm of Higbee & Associates represents Christopher Sadowski. Copyright images owned by Christopher Sadowski were discovered on 4Internet, LLC website(s). Please see the attached exhibits that show the use of the copyrighted works. Our client has no record of you having a license to use their copyrighted work and has authorized us to contact you on their behalf. If you have a license, please contact us immediately with a copy of that license at [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com), please include the claim number (518099).

Chris Sadowski is an accomplished photographer whose photos have been used by the world's biggest news outlets. His photos often license for \$7,500 to \$25,000 a year. The unauthorized use of his work hurts his livelihood and results in him having to spend tens of thousands of dollars and countless hours monitoring and stopping such use. To add in complaint: Plaintiff Christopher Sadowski is a professional photographer by trade. Sadowski has licensed or sold his photographs to dozens of major media outlets such as The New York Post, The Daily Mail, Boston Globe, Boston Herald, Los Angeles Times, Toronto Sun, Newsweek Magazine, People Magazine, the Associated Press, USA Today, The Wall Street Journal, Fox News, NBC News, MSNBC, Inside Edition, and TMZ.

If 4Internet, LLC does not have a license, we believe the use of the work is a violation of The Copyright Act, Title 17 of the United States Code. As the violation occurred on a company website, the company is liable for the unauthorized use, including cases in which a website designer, employee or a third party is responsible for the inclusion of this image on your website. Even if your use of the image without a license was unintentional, for example; if the image was found on the internet and believed to be available for free use, it is still a violation of copyright law, and ceasing use of the images now may reduce the liability, but not release you or your organization from liability.

The unauthorized use of my client's work threatens my client's livelihood. While Christopher Sadowski, does have the right to bring a lawsuit for damages, my client is willing to settle this in an amicable way, out of court and without a lawsuit. I was asked to contact you and see if we can negotiate a settlement and save everyone the stress and costs of going to court. Please know that I only have a limited amount of time to settle this claim out of court.

If forced to go to court, my client will ask for the maximum relief possible, which may include statutory damages under 17 U.S.C. §504 for up to \$150,000 for intentional infringement or \$30,000 for unintentional infringement. My client would also ask the court to have you pay court costs and attorneys fees. Copyright lawsuits can result in judgments, wage garnishments and liens on property. In some instances, the business owner can be held individually liable.

This type of claim is often covered by business insurance. You may wish to forward this to your insurance carrier. You may also wish to hire an attorney.

**If we do not hear from you within 30 days from the date of this letter, we will have no choice but to take this to mean that you do not have a license and do not want to settle this matter out of court.**

To resolve this matter efficiently and amicably out of court, please follow these steps:

(1) Within five business days after receipt of this letter, remove all occurrences of the image from your website(s), cease using it in any way, and confirm in writing that you have done so.

**AND**

(2) Within seven business days after receipt of this letter, return to our firm the attached Release License, along with your payment in the form of a valid cashier's check or money order for **\$13500** payable to "**Higbee & Associates Client Trust Account**". This can be returned to us via US Mail. You can also pay over the phone or online at <http://copyright.higbeeassociates.com/resolution>. Your login is 518099. Your password is aidxtoo9. If you choose to make your payment online, you can return the Release License via email to [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com). Please include the case number (518099) in the subject line.

Please feel free to call or email us to discuss this matter, 800-716-1245 or send email to [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com)

Sincerely,

Mathew K. Higbee  
Attorney at Law



## Higbee & Associates

A NATIONAL LAW FIRM

February 26, 2019

### SENT VIA FIRST-CLASS MAIL

Re: Alex Maxim - v. 4Internet, LLC - Our Case No. 518123

Dear Sir or Madam:

Higbee & Associates has been retained to represent Alex Maxim in regards to 518123 copyright infringement under Title 17 of the United State Code.

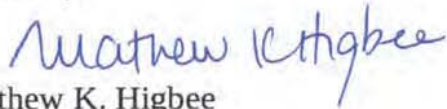
4Internet, LLC engaged in copyright infringement when it posted our client's copyrighted image on its website without a valid licensing agreement. We have attempted to settle this matter to no avail. Please see the enclosed Complaint and Exhibits for further information.

Our client is entitled to recover Statutory damages of up to \$150,000 for each infringement and may also recover **attorney fees and court costs**. See 17 U.S.C. §§ 504 & 505.

In an effort to keep costs down, our client is willing to accept a firm settlement of \$2,000 to resolve this matter amicably and avoid litigation. This offer will be open for fifteen (15) days from the date of this letter, after which our client has instructed us to file the enclosed Complaint and seek damages to the full extent of the law.

If you have questions you may contact us at (714) 617-8350 or (800) 716-1245.

Sincerely,



Mathew K. Higbee  
Attorney at Law  
infringements@higbeeassociates.com

Enclosure(s)

SER 0133

# Higbee & Associates

A NATIONAL LAW FIRM

March 13, 2019

## SENT VIA FIRST-CLASS MAIL

Re: Christopher Sadowski - v. 4Internet, LLC - Our Case No. 518099

Dear Sir or Madam:

Higbee & Associates has been retained to represent Christopher Sadowski in regards to 518099 copyright infringement under Title 17 of the United State Code.

4Internet, LLC engaged in copyright infringement when it posted our client's copyrighted image on its website without a valid licensing agreement. We have attempted to settle this matter to no avail. Please see the enclosed Complaint and Exhibits for further information.

Our client is entitled to recover Statutory damages of up to \$150,000 for each infringement and may also recover **attorney fees and court costs**. See 17 U.S.C. §§ 504 & 505.

In an effort to keep costs down, our client is willing to accept a firm settlement of \$13,500 to resolve this matter amicably and avoid litigation. This offer will be open for fifteen (15) days from the date of this letter, after which our client has instructed us to file the enclosed Complaint and seek damages to the full extent of the law.

If you have questions you may contact us at (714) 617-8350 or (800) 716-1245.

Sincerely,



Mathew K. Higbee  
Attorney at Law  
infringements@higbeeassociates.com

Enclosure(s)

SER 0134



May 31, 2019,

Re: Claim Number: 518135 FRE 408 Settlement Communication

Dear Michael Levy,

Copyrighted work(s) owned by our client, Jeffrey Milstein, were identified on 4Internet, LLC website(s) (see attached screenshots). Unfortunately, we are unable to find any record of a license for such use. If you have a license, thank you for purchasing it. Please provide us the details at [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com) with the claim number (518135) included. Once we receive the license, we will close the claim and apologize for the brief intrusion.

The unauthorized use of our client's work deprives them of income and causes them to incur substantial costs in detection and enforcement.

If 4Internet, LLC does not have a license, we believe the use of the work is a violation of The Copyright Act, Title 17 of the United States Code. My client has no desire to put you through any of the following, but I have an obligation to caution you about the seriousness of the matter. If forced to go to court to resolve the matter, my client will ask for the maximum justifiable damages. My client may also ask the court to order 4Internet, LLC to pay their attorneys fees and court costs. Copyright lawsuits can result in judgments, wage garnishments and liens on property. In some instances, the business owner can be held individually liable. Please see the enclosed relevant section of the law and sources of additional information.

Jeffrey Milstein would prefer to resolve this matter outside of court and is willing to offer a complete release of all liability associated with this image for \$55000. This offer is made based on rather limited information available to Jeffrey Milstein.

If you think this amount is disproportionate to the facts, please provide us with details about how long you used the work, the size of your business, any other ways the work was used, and any other details you deem relevant. Also provide a counteroffer for us to provide to Jeffrey Milstein. We can be reached by email at [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com) or by phone at 800-716-1245. You may also wish to have an attorney contact us.

The overwhelming majority of these types of claims get resolved in a fair and efficient manner. However, without your cooperation, our only option is to litigate the matter, which we frequently do, so please do not make the mistake of ignoring this. If this matter is litigated, the demand amount will likely quadruple or more, and then you will likely also have to pay attorneys fees. If you have general business liability insurance, you may wish to contact your provider.

**If we do not hear from you within 10 days, we will assume that you do not have a license and that you do not want to resolve this matter outside of court.**

If you wish to simply resolve this claim without contacting us, you can view details of the claim and make a payment at the URL provided.

To resolve this matter efficiently and amicably out of court, please follow these steps:



(1) Within five business days after receipt of this letter, remove all occurrences of the image from your website(s), cease using it in any way, and confirm in writing that you have done so.

AND

(2) Within seven business days after receipt of this letter, return to our firm the attached Release License, along with your payment of **\$55000** made payable to **Higbee & Associates Client Trust Account**. This can be returned to us via US Mail. You can also pay over the phone or online at <http://copyright.higbeeassociates.com/resolution>. Your login is 518135. Your password is 9yg772mj. If you choose to make your payment online, you can return the Release License via email to [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com). Please include the case number (518135) in the subject line.

Please feel free to call or email us to discuss this matter, 800-716-1245 or send an email to [claims@higbeeassociates.com](mailto:claims@higbeeassociates.com)

Sincerely,

  
Mathew K. Higbee  
Attorney at Law

# EXHIBIT B

**From:** [Mathew Higbee](#)  
**To:** [Ryan Isenberg](#)  
**Cc:** [Saba Basria](#)  
**Subject:** Re: Complaint Re Claim No. 518110 (4Internet LLC)  
**Date:** Thursday, November 29, 2018 4:44:38 PM

---

Hi Ryan-

We will do our best. Part of the problem is that the claims are being generated by different domains. Each time we enter a new domain, we also enter a new contact record. If the contact records do not match the previous record for 4internet, we do not see that there is a match. We are working to improve the system and minimize imperfections. If it happens again, just forward me the info and I will manually update our records as to prevent it from happening again with that claim.

-Mat

On Nov 29, 2018, at 12:27 PM, Ryan Isenberg <[ryan@ihlaw.us](mailto:ryan@ihlaw.us)> wrote:

Counsel

I wanted to make clear that I represent 4Internet as to any and all of its legal matters. I have been informed that employees of your firm continue to contact my client by e-mail and phone. Unless you are sending my client DMCA takedown notices, please instruct your employees to have no further communications with my client.

Any and all communications should be directed to me.

Thanks.

Ryan L. Isenberg  
Isenberg & Hewitt, P.C.  
6600 Peachtree Dunwoody Road  
600 Embassy Row, Suite 150  
Atlanta, Georgia 30328  
[770-351-4400](tel:770-351-4400) (Voice)  
[770-828-0100](tel:770-828-0100) (Fax)

---

**From:** Saba Basria <[sbasria@higbeeassociates.com](mailto:sbasria@higbeeassociates.com)>

SER 0138

**Sent:** Monday, November 26, 2018 3:02 PM  
**To:** Ryan Isenberg <[ryan@ihlaw.us](mailto:ryan@ihlaw.us)>  
**Subject:** Complaint Re Claim No. 518110 (4Internet LLC)

Dear Mr. Isenberg:

I am writing to you on behalf of my client, Robert Miller, regarding claim number 518110. Although we have previously corresponded over this claim, it seems that we have been unable to reach an agreement in this matter. As a result, we have filed suit. Please see the attached complaint. However, we remain amenable to reaching a settlement in this matter. If you no longer represent 4Internet LLC, please let us know as soon as possible.

Thank you,

Saba Basria  
Associate Attorney  
Copyright Division

Law Firm of Higbee & Associates (<http://www.higbeeassociates.com>)  
1504 Brookhollow Dr., Suite 112, Santa Ana, CA 92705  
Direct: [\(714\) 617-8350](tel:(714)617-8350)  
Phone: [\(800\) 716-1245](tel:(800)716-1245)  
Fax: [\(714\) 597-6559](tel:(714)597-6559)

This electronic mail message and any attachment is confidential and may also contain privileged attorney-client information or work product. If you are not the intended recipient, or the person responsible to deliver it to the intended recipient, you may not use, disseminate, distribute or copy this communication. If you have received the message in error, please immediately notify us by reply electronic mail or by telephone and delete this original message.

# EXHIBIT C

copyright@4internet.com

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**From:** Copyright Claims <claim@higbeeassociates.com>  
**Sent:** Friday, September 21, 2018 3:18 PM  
**To:** copyright@4internet.com  
**Subject:** Follow-Up from the Law Firm of Higbee & Associates - 518123  
**Attachments:** 20180910101829\_518123\_Initial\_Demand\_Letter.pdf

Dear Michael Levy:

This email is a follow up to the letter dated September 12, 2018 that our law firm sent to you via US Mail. If you have not received it, please let me now. If you have an attorney assisting you with this matter, please forward this communication to him or her. If you do not have an attorney representing you, you may wish to hire one. You may also wish to provide a copy of this email to your business insurance carrier.

Copyright images owned by my client were discovered on the 4Internet, LLC website(s) as the exhibits attached to the letter show. If you have a license for the images, please provide me information and accept my apology for the intrusion.

Alex Maxim is leading fashion and product photographer. His clients include multiple Fortune 500 companies and his work has appeared in leading magazines. Businesses using his work without a license is a big problem that threatens his livelihood. He spends countless hours and money working to stop the unauthorized use of his work.

If 4Internet, LLC does not have a license, our client is willing to settle this matter out of court in a fair and efficient manner. If forced to go to court, my client will ask for the maximum relief possible, which may include statutory damages under 17 U.S.C. §504 for up to \$150,000 for intentional infringement or \$30,000 for unintentional infringement. My client would also ask the court to have 4Internet, LLC pay court costs and attorneys fees.

To resolve this matter efficiently and amicably, please follow these steps:

- (1) Immediately after receipt of this email, remove all occurrences of the image from your website(s), cease using it in any way, and confirm in writing that you have done so.
- (2) Immediately after receipt of this email, return to our firm the attached Release License, along with your payment in the form of a valid cashier's check or money order for \$2000 payable to "**Higbee & Associates Client Trust Account**". This can be returned to us via US Mail. You can also pay online at <https://copyright.higbeeassociates.com/resolution>. If you choose to make your payment online, you can return the Release License via email to claims@higbeeassociates.com. The email must include the case number 518123 in the subject line.

A copy of the letter plus all of the exhibits and evidence in this case can be obtained at the online resolution portal.

Your login info is shown below:

Website: <https://copyright.higbeeassociates.com/resolution>

Username: 518123

Password: bhe0nyf9

You can also call us at (800) 716-1245. We will be glad to talk with you about this issue.

Learn more about Higbee & Associates at the following sites:

- A+ Rated With the Better Business Bureau - <http://www.bbb.org/sdoc/business-reviews/attorneys-and-lawyers/higbee-associates-in-santa-ana-ca-100071532/>
- California Corporation ID C2972583

Best Regards,

Mathew K. Higbee  
Attorney at Law

Law Firm of Higbee & Associates (<http://www.higbeeassociates.com>)  
1504 Brookhollow Dr., Suite 112, Santa Ana, CA 92705

Phone: (800) 716-1245



**copyright@4internet.com**

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**From:** Copyright Claims <claim@higbeeassociates.com>  
**Sent:** Friday, September 21, 2018 3:20 PM  
**To:** copyright@4internet.com  
**Subject:** Ignoring this Problem Will Only Make It Worse - 518123

Dear Michael Levy:

This is a follow-up to the letter and email that we sent you regarding the unauthorized use of copyrighted materials owned by our client, Alex Maxim. We want to work with you to resolve this in an efficient and fair manner.

Ignoring this problem will likely result in a dramatic increase in costs and stress. Please call us or go to our secure online Resolution Center and either make a payment or let us know why you believe you do not owe money for using our client's work.

Website: <https://copyright.higbeeassociates.com/resolution>

Username: 518123

Password: bhe0nyf9

Sincerely,

Mathew K. Higbee  
Attorney at Law

Law Firm of Higbee & Associates (<http://www.higbeeassociates.com>)  
1504 Brookhollow Dr., Suite 112, Santa Ana, CA 92705  
Phone: (800) 716-1245

Higbee & Associates is a national law with an A+ rating with the Better Business Bureau ([click here to verify](#)). Our lead attorney, Mathew Higbee, has been licensed to practice law since 2006 ([click here to verify](#)). We have 21 offices across the country. Our headquarters is in Santa Ana, California ([click here to verify with the California Secretary of State. Select Corporation and search "Higbee & Associates"](#)).





copyright@4internet.com

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**From:** Yubani Noriega <ynoriega@higbeeassociates.com>  
**Sent:** Monday, September 24, 2018 6:33 PM  
**To:** copyright@4internet.com  
**Cc:** Ashley Crispe  
**Subject:** Copyright - 4Internet, LLC - Alex Maxim - 518123  
**Attachments:** 20180910101829 518123 initial demand letter.pdf; Untitled attachment 70360.html

Hi Michael Levy,

My name is Yubani Noriega, I'm the Supervisor for our Copyright Division in our firm. I've been assigned to this case to assist Mr. Higbee in hopes to resolve this matter amicably outside of court. We have not received your response regarding the Copyright Claim and we wanted to make sure you have received our initial letter. If you have not, please find an electronic copy. Please review the information and let me know if I could assist you on resolving this claim.

Thank you,

copyright@4internet.com

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**From:** Copyright Claims <claim@higbeeassociates.com>  
**Sent:** Tuesday, October 2, 2018 3:34 PM  
**To:** copyright@4internet.com  
**Subject:** Follow-Up from the Law Firm of Higbee & Associates - 518099  
**Attachments:** 20180924112628\_518099\_Initial\_Demand\_Letter.pdf

Dear Michael Levy:

This email is a follow up to the letter dated September 25, 2018 that our law firm sent to you via US Mail. If you have not received it, please let me now. If you have an attorney assisting you with this matter, please forward this communication to him or her. If you do not have an attorney representing you, you may wish to hire one. You may also wish to provide a copy of this email to your business insurance carrier.

Copyright images owned by my client were discovered on the 4Internet, LLC website(s) as the exhibits attached to the letter show. If you have a license for the images, please provide me information and accept my apology for the intrusion.

Chris Sadowski is an accomplished photographer whose photos have been used by the world's biggest news outlets. His photos often license for \$7,500 to \$25,000 a year. The unauthorized use of his work hurts his livelihood and results in him having to spend tens of thousands of dollars and countless hours monitoring and stopping such use.

To add in complaint: Plaintiff Christopher Sadowski is a professional photographer by trade. Sadowski has licensed or sold his photographs to dozens of major media outlets such as The New York Post, The Daily Mail, Boston Globe, Boston Herald, Los Angeles Times, Toronto Sun, Newsweek Magazine, People Magazine, the Associated Press, USA Today, The Wall Street Journal, Fox News, NBC News, MSNBC, Inside Edition, and TMZ.

If 4Internet, LLC does not have a license, our client is willing to settle this matter out of court in a fair and efficient manner. If forced to go to court, my client will ask for the maximum relief possible, which may include statutory damages under 17 U.S.C. §504 for up to \$150,000 for intentional infringement or \$30,000 for unintentional infringement. My client would also ask the court to have 4Internet, LLC pay court costs and attorneys fees.

To resolve this matter efficiently and amicably, please follow these steps:

(1) Immediately after receipt of this email, remove all occurrences of the image from your website(s), cease using it in any way, and confirm in writing that you have done so.

(2) Immediately after receipt of this email, return to our firm the attached Release License, along with your payment in the form of a valid cashier's check or money order for \$13500 payable to "**Higbee & Associates Client Trust Account**". This can be returned to us via US Mail. You can also pay online at <https://copyright.higbeeassociates.com/resolution>. If you choose to make your payment online, you can return the Release License via email to claims@higbeeassociates.com. The email must include the case number 518099 in the subject line.

A copy of the letter plus all of the exhibits and evidence in this case can be obtained at the online resolution portal.

Your login info is shown below:

Website: <https://copyright.higbeeassociates.com/resolution>

Username: 518099

Password: aidxtoo9

You can also all us at (800) 716-1245. We will be glad to talk with you about this issue.

Learn more about Higbee & Associates at the following sites:

- A+ Rated With the Better Business Bureau - <http://www.bbb.org/sdoc/business-reviews/attorneys-and-lawyers/higbee-associates-in-santa-ana-ca-100071532/>
- California Corporation ID C2972583

Best Regards,

Mathew K. Higbee  
Attorney at Law

Law Firm of Higbee & Associates (<http://www.higbeeassociates.com>)  
1504 Brookhollow Dr., Suite 112, Santa Ana, CA 92705

Phone: (800) 716-1245



**copyright@4internet.com**

---

**From:** Copyright Claims <claim@higbeeassociates.com>  
**Sent:** Thursday, October 4, 2018 12:12 PM  
**To:** copyright@4internet.com  
**Subject:** Ignoring this Problem Will Only Make It Worse - 518099

Dear Michael Levy:

This is a follow-up to the letter and email that we sent you regarding the unauthorized use of copyrighted materials owned by our client, Christopher Sadowski. We want to work with you to resolve this in an efficient and fair manner.

Ignoring this problem will likely result in a dramatic increase in costs and stress. Please call us or go to our secure online Resolution Center and either make a payment or let us know why you believe you do not owe money for using our client's work.

Website: <https://copyright.higbeeassociates.com/resolution>

Username: 518099

Password: aidxtoo9

Sincerely,

Mathew K. Higbee  
Attorney at Law

Law Firm of Higbee & Associates (<http://www.higbeeassociates.com>)  
1504 Brookhollow Dr., Suite 112, Santa Ana, CA 92705  
Phone: (800) 716-1245

Higbee & Associates is a national law with an A+ rating with the Better Business Bureau ([click here to verify](#)). Our lead attorney, Mathew Higbee, has been licensed to practice law since 2006 ([click here to verify](#)). We have 21 offices across the country. Our headquarters is in Santa Ana, California ([click here to verify with the California Secretary of State. Select Corporation and search "Higbee & Associates"](#)).

copyright@4internet.com

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**From:** Cody Donnell <Claims@higbeeassociates.com>  
**Sent:** Monday, October 8, 2018 12:24 PM  
**To:** copyright@4internet.com  
**Subject:** Case Manager Introduction - 518099

My name is Cody . I am a Claim Resolution Specialist at the Law Firm of Higbee & Associates. My job is to help resolve copyright claims without them having to go to court. I will be calling you soon to talk about a letter the law firm sent you involving a potential copyright claim by Christopher Sadowski If you have not received it, I can provide you an electronic copy.

I am not one of the attorneys. I have about 14 days to try and resolve this claim before the claim gets escalated to the attorneys. The claim gets more stressful and expensive when it gets moved to the attorneys— my goals is to not let that happen to you.

Here are a couple of things that can help solve this potential problem:

First, if you have a license for the image that was purchased prior to the image being used, please let me know and provide it to me via email.

Second, most business liability insurance policies covers this type of claim. Please contact your insurance provider. If they say they do not cover this type of claim, I will be glad to have one of our attorneys review your policy to see if they are wrongfully denying you coverage. It is in both of our interests to make sure your insurance provider is not denying you coverage that you paid for.

If you did not have a license or proper business insurance, we can talk about how to come to a reasonable resolution. I will call you soon.

In the meantime, feel free to email me or call me on my direct line at (714) 597-8993.

Thank you,

Cody Donnell  
Claims Resolution Specialist



copyright@4internet.com

---

**From:** Ashley Crispe <acrispe@higbeeassociates.com>  
**Sent:** Wednesday, October 10, 2018 7:15 PM  
**To:** copyright@4internet.com  
**Subject:** Copyright- 518123 - 4Internet, LLC - Alex Maxim

Hello Mr. Levy,

My name is Ashley, I am reaching out to you in regards to claim #518123 for Copyright Infringement. Could you please contact me at your earliest convenience to resolve this legal matter. Ignoring this will only make matters worse. My direct line is 657-229-6215 or you can simply reply to this email.

Thank you,

Ashley E. Crispe  
Claims Resolution Specialist  
Copyright Division

Law Offices of Higbee & Associates ( <http://www.HigbeeAssociates.com> )  
1504 Brookhollow Dr. Suite 112, Santa Ana, CA 92705  
Direct Phone: (657) 229-6215  
Phone: (800) 716-1245 ext 190 - Fax (714) 597-6659  
<https://www.higbeeassociates.com/>

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**copyright@4internet.com**

---

**From:** Cody Donnell <cdonnell@higbeeassociates.com>  
**Sent:** Thursday, October 18, 2018 10:28 AM  
**To:** copyright@4internet.com  
**Subject:** Copyright (Legal) - Christopher Sadowski - 4Internet LLC - 518099

Dear Michael Levy,

I have received the email you sent to our intake department, for future use you can reply to my email so that I get them directly. You stated in this email that because you were only using "links" the claim doesn't count as copyright infringement however we have evidence to show that the images were saved on multiple 4internet websites. I have listed them below:

- <https://www.4baseball.com/cache/images/web/featured/thumbs/thenypost.files.wordpress.com/4152144-thumb.jpg>
- <https://www.4entertainment.com/cache/images/web/featured/thumbs/thenypost.files.wordpress.com/145708282-thumb.jpg>

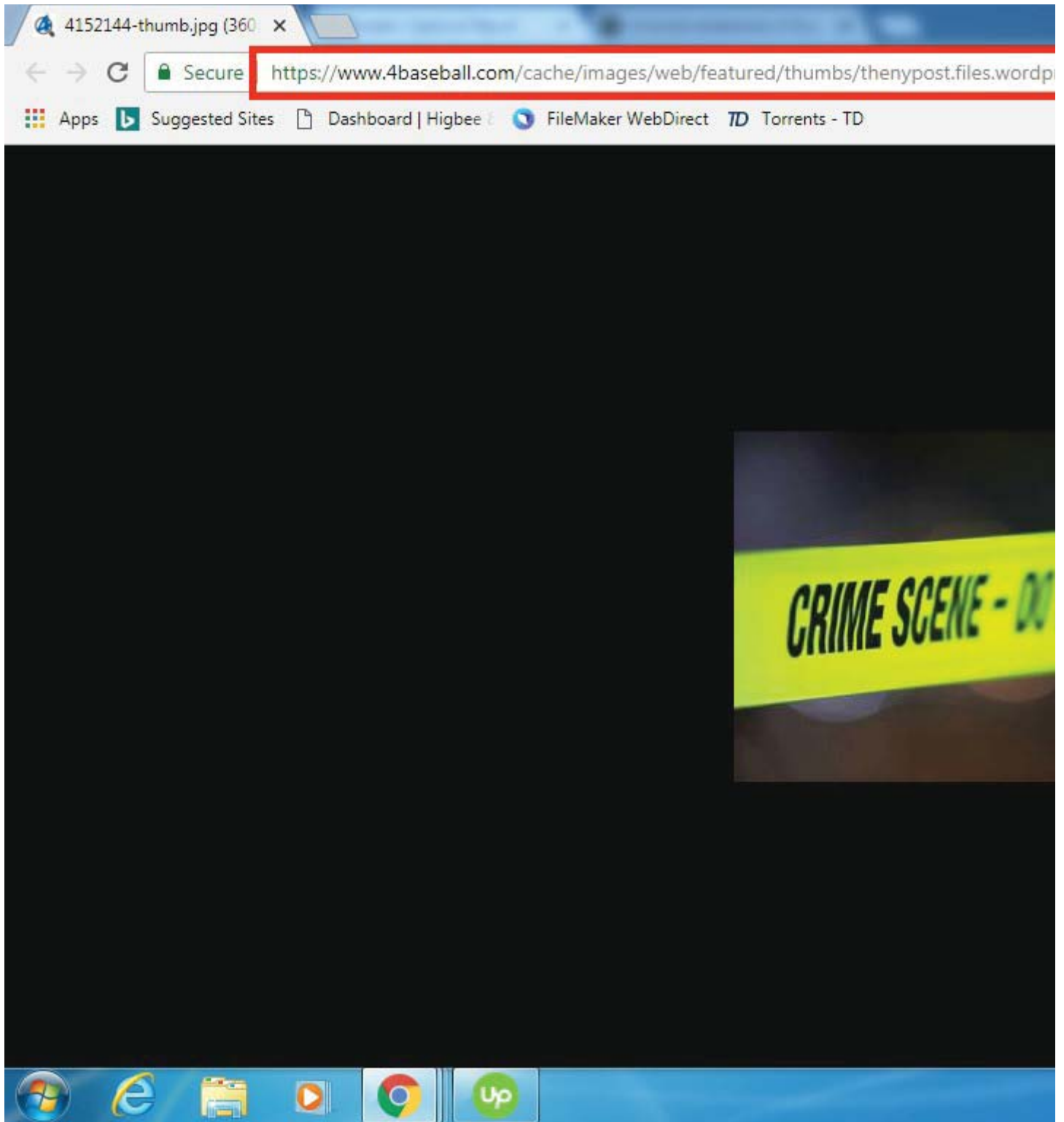
The first image was used on 18 different locations, and the second image was used at 3 different url locations, but both of them were stored on the 4internet servers which I have also attached screenshots for proof in addition to the urls.

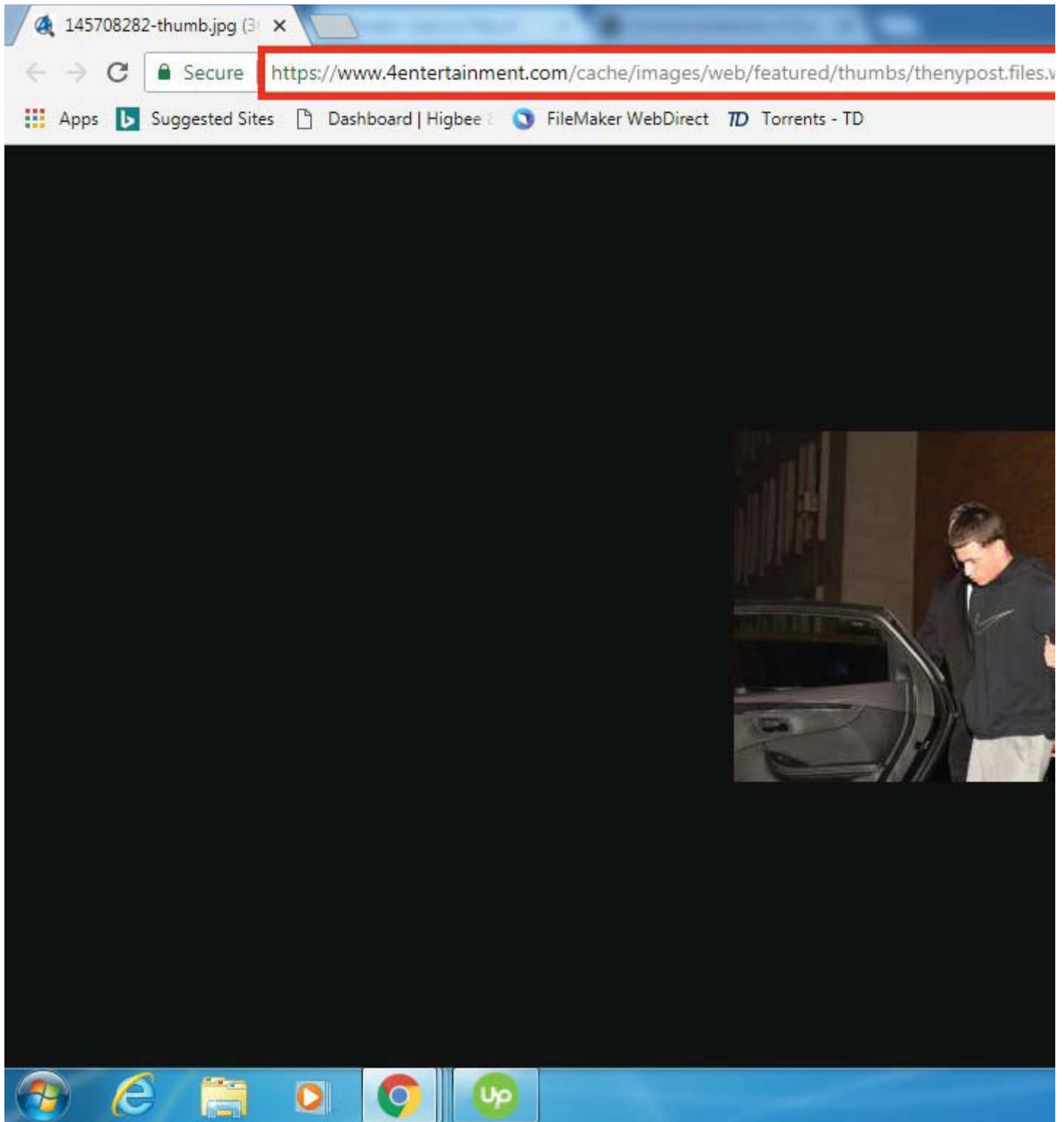
In addition to this, we were not able to find DMCA coverage with 4internet LLC prior to September 27th 2018. Which would not cover the infringement dates of May for the first image and June for the second image. Therefore at this time we are not considering this to be DMCA safe harbor.

At this time we are still seeking \$13500.00 to resolve this claim. Please let me know how you wish to resolve this matter in a reply to this email.

Thank you for your time.







←

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https://dmca.copyright.gov/osp/publish/history.html?search=4internet&id=2321d2f4e50c

Apps

Dashboard | Higb...

2017 & 2018 CM -...

Getty Images

Picrights

StockFood -

DMCA DESIGNATED AGENT DIRECTORY

## Service Provider History:

Service Provider/Designated
Service Provider:
Designated Agent:
Status:
Effective:

### Explanation of Status Field

The directory contains both current service pro

- "Active" refers to the service provider's
- "Inactive" refers to an older designatio
- "Terminated" refers to a designation th

Cody Donnell  
Claims Resolution Specialist  
Copyright Division

Law Offices of Higbee & Associates ( <http://www.HigbeeAssociates.com> )  
1504 Brookhollow Dr. Suite 112, Santa Ana, CA. 92705  
DIRECT PHONE: (714) 597-8993  
Phone: (800) 716-1245 - Fax: (714) 597-6559



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On Oct 17, 2018, at 5:09 PM, Infringements Team <[infringements@higbeeassociates.com](mailto:infringements@higbeeassociates.com)> wrote:

Begin forwarded message:

**From:** [copyright@4internet.com](mailto:copyright@4internet.com)  
**Subject: Re: Case Manager Introduction - 518099**  
**Date:** October 17, 2018 at 2:19:59 PM PDT  
**To:** Copyright Claims <[Claims@higbeeassociates.com](mailto:Claims@higbeeassociates.com)>

ATTN: Mr. Donnell,

4Internet, LLC is an ISP that operates search engine services on a collection of websites. As such, 4Internet does not store images. Only links to images are displayed in the image source tag . These images are resolved in the users browser, but do not originate from a 4Internet website and are not within 4Internet's control. This does not constitute a copyright violation on 4Internet's part. However, per your request, the source locations of the images have been placed on a block list so that the image locations will not appear in an image tag again on a 4Internet website. You may also send a list of other source locations to block. You may send this list to this email address. This would be faster than submitting DMCA take down requests individually, which is the way notices like the communication you have sent will be treated. Notably, 4Internet pages contain a notice and disclaimer pursuant to the DMCA safe harbor.

Also, it appears that your client may be using an automated image detection service. The technology used by image detection services can draw significant system resources which can cause outages and damage to computer systems. So as to avoid action under 18 U.S.C. § 1030(a)(5)(c), please make certain your client doesn't exceed the access authorized and follows the Terms of Use at all times.

Sincerely,

Michael Levy  
4Internet, LLC

Quoting Cody Donnell <[Claims@higbeeassociates.com](mailto:Claims@higbeeassociates.com)>:

My name is Cody . I am a Claim Resolution Specialist at the Law Firm of Higbee & Associates. My job is to help resolve copyright claims without them having to go to court. I will be calling you soon to talk about a letter the law firm sent you involving a potential copyright claim by Christopher Sadowski . If you have not received it, I can provide you an electronic copy. I am not one of the attorneys. I have about 14 days to try and resolve this claim before the claim gets escalated to the attorneys. The claim gets more stressful and expensive when it gets moved to the attorneys— my goals is to not let that happen to you. Here are a couple of things that can help solve this potential problem: First, if you have a license for the image that was purchased prior to the image being used, please let me know and provide it to me via email. Second, most business liability insurance policies covers this type of claim. Please contact your insurance provider. If they say they do not cover this type of claim, I will be glad to have one of our attorneys review your policy to see if they are wrongfully denying you coverage. It is in both of our interests to make sure your insurance provider is not denying you coverage that you paid for. If you did not have a license or proper business insurance, we can talk about how to come to a reasonable resolution. I will call you soon. In the meantime, feel free to email me or call me on my direct line at (714) 597-8993. Thank you, Cody Donnell Claims Resolution Specialist



**copyright@4internet.com**

---

**From:** Ashley Crispe <acrispe@higbeeassociates.com>  
**Sent:** Thursday, October 18, 2018 2:23 PM  
**To:** copyright@4internet.com  
**Subject:** Re: Copyright- 518123 - 4Internet, LLC - Alex Maxim

Hello Mr, Levy,

Thank you for responding to my email. How ever the screen shot is taken off of your website of the image in question along with a paragraph of the image that you or whom ever has posted this on to the website.



Woman whose boyfriend x

Secure | <https://www.4entertainment.com/dailymail.co.uk/woman-whose-boyfriend-tragically-d>

Apps Suggested Sites Dashboard | Higbee | FileMaker WebDirect | TD | TD

Aug 11, 2018 7:32 PM - 3 weeks, 10 hours, 3 minutes, 58 seconds ago

+ f t w s r e m G



**Description:**

A New Zealand woman has caused shock on the airwaves after claiming she's been intimate relationship with the spirit of her late boyfriend....

We use cookies to make sure you can have the best experience on our website. If you con

Windows 7 taskbar with icons for Internet Explorer, File Explorer, Windows Media Center, Google Chrome, and a green 'up' button.

Ashley E. Crispe  
Claims Resolution Specialist  
Copyright Division

Law Offices of Higbee & Associates ( <http://www.HigbeeAssociates.com> )  
1504 Brookhollow Dr. Suite 112, Santa Ana, CA 92705  
Direct Phone: (657) 229-6215



Phone: (800) 716-1245 ext 190 - Fax (714) 597-6659  
<https://www.higbeeassociates.com/>



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On Oct 17, 2018, at 2:21 PM, [copyright@4internet.com](mailto:copyright@4internet.com) wrote:

ATTN: Ms. Crispe,

4Internet, LLC is an ISP that operates search engine services on a collection of websites. As such, 4Internet does not store images. Only links to images are displayed in the image source tag . These images are resolved in the users browser, but do not originate from a 4Internet website and are not within 4Internet's control. This does not constitute a copyright violation on 4Internet's part. However, per your request, the source locations of the images have been placed on a block list so that the image locations will not appear in an image tag again on a 4Internet website. You may also send a list of other source locations to block. You may send this list to this email address. This would be faster than submitting DMCA take down requests individually, which is the way notices like the communication you have sent will be treated. Notably, 4Internet pages contain a notice and disclaimer pursuant to the DMCA safe harbor.

Also, it appears that your client may be using an automated image detection service. The technology used by image detection services can draw significant system resources which can cause outages and damage to computer systems. So as to avoid action under 18 U.S.C. § 1030(a)(5)(c), please make certain your client doesn't exceed the access authorized and follows the Terms of Use at all times.

Sincerely,

Michael Levy  
4Internet, LLC

Quoting Ashley Crispe <[acrispe@higbeeassociates.com](mailto:acrispe@higbeeassociates.com)>:

Hello Mr. Levy,

My name is Ashley, I am reaching out to you in regards to claim #518123 for Copyright Infringement. Could you please contact me at your earliest convenience to resolve this legal matter. Ignoring this will only make matters worse. My direct line is 657-229-6215 or you can simply reply to this email.

Thank you,

Ashley E. Crispe  
Claims Resolution Specialist  
Copyright Division

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copyright@4internet.com

---

**From:** Ashley Crispe <acrispe@higbeeassociates.com>  
**Sent:** Thursday, October 25, 2018 2:39 PM  
**To:** copyright@4internet.com  
**Subject:** Copyright - 518123

Hello Mr. Levy,

I am following up with you in regards to this case we have been speaking about in order to resolve this case outside of the court. Please respond to this email or simply call me at my direct line which is 657-229-6215

Ashley E. Crispe  
Claims Resolution Specialist  
Copyright Division

Law Offices of Higbee & Associates ( <http://www.HigbeeAssociates.com> )  
1504 Brookhollow Dr. Suite 112, Santa Ana, CA 92705  
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copyright@4internet.com

---

**From:** Cody Donnell <cdonnell@higbeeassociates.com>  
**Sent:** Tuesday, October 30, 2018 11:27 AM  
**To:** copyright@4internet.com  
**Subject:** Copyright (Legal) - Christopher Sadowski - 4Internet LLC - 518099

Dear Michael Levy,

The purpose of this email is to obtain an update in regards to resolving this claim. At this time I have not received a response to my email back on the 18th of this month. Please let me know how you intend on resolving this matter as we do not believe DMCA covers this instance of infringement.

Thank you for your time.

Cody Donnell  
Claims Resolution Specialist  
Copyright Division

Law Offices of Higbee & Associates ( <http://www.HigbeeAssociates.com> )  
1504 Brookhollow Dr. Suite 112, Santa Ana, CA. 92705  
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On Oct 18, 2018, at 7:27 AM, Cody Donnell <[cdonnell@higbeeassociates.com](mailto:cdonnell@higbeeassociates.com)> wrote:

Dear Michael Levy,

I have received the email you sent to our intake department, for future use you can reply to my email so that I get them directly. You stated in this email that because you were only using "links" the claim doesn't count as copyright infringement however we have evidence to show that the images were saved on multiple 4internet websites. I have listed them below:

- <https://www.4baseball.com/cache/images/web/featured/thumbs/thenypost.files.wordpress.com/4152144-thumb.jpg>
- <https://www.4entertainment.com/cache/images/web/featured/thumbs/thenypost.files.wordpress.com/145708282-thumb.jpg>

The first image was used on 18 different locations, and the second image was used at 3 different url locations, but both of them were stored on the 4internet servers which I have also attached screenshots for proof in addition to the urls.

In addition to this, we were not able to find DMCA coverage with 4internet LLC prior to September 27th 2018. Which would not cover the infringement dates of May for the first image and June for the second image. Therefore at this time we are not considering this to be DMCA safe harbor.

At this time we are still seeking \$13500.00 to resolve this claim. Please let me know how you wish to resolve this matter in a reply to this email.

Thank you for your time.

<Image url 1.png><Image url 2.png><20181018 DMCA Coverage 518099.png>

Cody Donnell  
Claims Resolution Specialist  
Copyright Division

Law Offices of Higbee & Associates ( <http://www.HigbeeAssociates.com> )  
1504 Brookhollow Dr. Suite 112, Santa Ana, CA. 92705  
DIRECT PHONE: (714) 597-8993  
Phone: (800) 716-1245 - Fax: (714) 597-6559

<images.png>

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On Oct 17, 2018, at 5:09 PM, Infringements Team  
<[infringements@higbeeassociates.com](mailto:infringements@higbeeassociates.com)> wrote:

Begin forwarded message:

**From:** [copyright@4internet.com](mailto:copyright@4internet.com)  
**Subject: Re: Case Manager Introduction - 518099**  
**Date:** October 17, 2018 at 2:19:59 PM PDT  
**To:** Copyright Claims <[Claims@higbeeassociates.com](mailto:Claims@higbeeassociates.com)>

ATTN: Mr. Donnell,

4Internet, LLC is an ISP that operates search engine services on a collection of websites. As such, 4Internet does not store images. Only links to images are displayed in the image source tag . These images are resolved in the users browser, but do not originate from a 4Internet website and are not within 4Internet's control. This does not constitute

a copyright violation on 4Internet's part. However, per your request, the source locations of the images have been placed on a block list so that the image locations will not appear in an image tag again on a 4Internet website. You may also send a list of other source locations to block. You may send this list to this email address. This would be faster than submitting DMCA take down requests individually, which is the way notices like the communication you have sent will be treated. Notably, 4Internet pages contain a notice and disclaimer pursuant to the DMCA safe harbor.

Also, it appears that your client may be using an automated image detection service. The technology used by image detection services can draw significant system resources which can cause outages and damage to computer systems. So as to avoid action under 18 U.S.C. § 1030(a)(5)(c), please make certain your client doesn't exceed the access authorized and follows the Terms of Use at all times.

Sincerely,

Michael Levy  
4Internet, LLC

Quoting Cody Donnell <[Claims@higbeeassociates.com](mailto:Claims@higbeeassociates.com)>:

My name is Cody . I am a Claim Resolution Specialist at the Law Firm of Higbee & Associates.   My job is to help resolve copyright claims without them having to go to court.  I will be calling you soon to talk about a letter the law firm sent you involving a potential copyright claim by Christopher Sadowski  If you have not received it, I can provide you an electronic copy.I am not one of the attorneys.  I have about 14 days to try and resolve this claim before the claim gets escalated to the attorneys.  The claim gets more stressful and expensive when it gets moved to the attorneys— my goals is to not let that happen to you.Here are a couple of things that can help solve this potential problem:First, if you have a license for the image that was purchased prior to the image being used, please let me know and provide it to me via email.Second, most business liability insurance policies covers

this type of claim. &nbsp;Please contact your insurance provider. &nbsp;If they say they do not cover this type of claim, I will be glad to have one of our attorneys review your policy to see if they are wrongfully denying you coverage. &nbsp;It is in both of our interests to make sure your insurance provider is not denying you coverage that you paid for. If you did not have a license or proper business insurance, we can talk about how to come to a reasonable resolution. &nbsp;I will call you soon. In the meantime, feel free to email me or call me on my direct line at &nbsp;(714) 597-8993. Thank you, Cody &nbsp;Donnell Claims Resolution Specialist

copyright@4internet.com

---

**From:** Cody Donnell <cdonnell@higbeeassociates.com>  
**Sent:** Thursday, November 8, 2018 12:10 PM  
**To:** copyright@4internet.com  
**Subject:** Copyright (Legal) - Christopher Sadowski - 4Internet LLC - 518099

Dear Michael Levy,

Hello, the purpose of this contact is to discuss an important legal matter, this matter is not closed and we still need to discuss option of settlement. Please call me back at (714) 597-8993. You can E-mail me at

[cdonnell@higbeeassociates.com](mailto:cdonnell@higbeeassociates.com)

Please reference case number 518099 when you call.

Thank you for your time.

Cody Donnell  
Claims Resolution Specialist  
Copyright Division

Law Offices of Higbee & Associates ( <http://www.HigbeeAssociates.com> )  
1504 Brookhollow Dr. Suite 112, Santa Ana, CA. 92705  
DIRECT PHONE: (714) 597-8993  
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On Oct 30, 2018, at 8:26 AM, Cody Donnell <[cdonnell@higbeeassociates.com](mailto:cdonnell@higbeeassociates.com)> wrote:

Dear Michael Levy,

The purpose of this email is to obtain an update in regards to resolving this claim. At this time I have not received a response to my email back on the 18th of this month. Please let me know how you intend on resolving this matter as we do not believe DMCA covers this instance of infringement.

Thank you for your time.

Cody Donnell  
Claims Resolution Specialist



Copyright Division

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1504 Brookhollow Dr. Suite 112, Santa Ana, CA. 92705  
DIRECT PHONE: (714) 597-8993  
Phone: (800) 716-1245 - Fax: (714) 597-6559

<images.png>

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On Oct 18, 2018, at 7:27 AM, Cody Donnell <[cdonnell@higbeeassociates.com](mailto:cdonnell@higbeeassociates.com)> wrote:

Dear Michael Levy,

I have received the email you sent to our intake department, for future use you can reply to my email so that I get them directly. You stated in this email that because you were only using "links" the claim doesn't count as copyright infringement however we have evidence to show that the images were saved on multiple 4internet websites. I have listed them below:

- <https://www.4baseball.com/cache/images/web/featured/thumbs/thenypost.files.wordpress.com/4152144-thumb.jpg>
- <https://www.4entertainment.com/cache/images/web/featured/thumbs/thenypost.files.wordpress.com/145708282-thumb.jpg>

The first image was used on 18 different locations, and the second image was used at 3 different url locations, but both of them were stored on the 4internet servers which I have also attached screenshots for proof in addition to the urls.

In addition to this, we were not able to find DMCA coverage with 4internet LLC prior to September 27th 2018. Which would not cover the infringement dates of May for the first image and June for the second image. Therefore at this time we are not considering this to be DMCA safe harbor.

At this time we are still seeking \$13500.00 to resolve this claim. Please let me know how you wish to resolve this matter in a reply to this email.

Thank you for your time.

<Image url 1.png><Image url 2.png><20181018 DMCA Coverage 518099.png>

Cody Donnell  
Claims Resolution Specialist  
Copyright Division

Law Offices of Higbee & Associates ( <http://www.HigbeeAssociates.com> )  
1504 Brookhollow Dr. Suite 112, Santa Ana, CA. 92705

DIRECT PHONE: (714) 597-8993  
Phone: (800) 716-1245 - Fax: (714) 597-6559

<images.png>

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On Oct 17, 2018, at 5:09 PM, Infringements Team  
<[infringements@higbeeassociates.com](mailto:infringements@higbeeassociates.com)> wrote:

Begin forwarded message:

**From:** [copyright@4internet.com](mailto:copyright@4internet.com)  
**Subject:** Re: Case Manager Introduction - 518099  
**Date:** October 17, 2018 at 2:19:59 PM PDT  
**To:** Copyright Claims  
<[Claims@higbeeassociates.com](mailto:Claims@higbeeassociates.com)>

ATTN: Mr. Donnell,

4Internet, LLC is an ISP that operates search engine services on a collection of websites. As such, 4Internet does not store images. Only links to images are displayed in the image source tag . These images are resolved in the users browser, but do not originate from a 4Internet website and are not within 4Internet's control. This does not constitute a copyright violation on 4Internet's part. However, per your request, the source locations of the images have been placed on a block list so that the image locations will not appear in an image tag again on a 4Internet website. You may also send a list of other source locations to block. You may send this list to this email address. This would be faster than submitting DMCA take down requests individually, which is the way notices like the communication you have sent will be treated. Notably, 4Internet pages contain a notice and disclaimer pursuant to the DMCA safe harbor.

Also, it appears that your client may be using an automated image detection service. The technology

used by image detection services can draw significant system resources which can cause outages and damage to computer systems. So as to avoid action under 18 U.S.C. § 1030(a)(5)(c), please make certain your client doesn't exceed the access authorized and follows the Terms of Use at all times.

Sincerely,

Michael Levy  
4Internet, LLC

Quoting Cody Donnell  
<[Claims@higbeeassociates.com](mailto:Claims@higbeeassociates.com)>:

My name is &nbsp;Cody . &nbsp;I am a Claim Resolution Specialist at the Law Firm of Higbee & Associates.   My job is to help resolve copyright claims without them having to go to court.   I will be calling you soon to talk about a letter the law firm sent you involving a potential copyright claim by  Christopher Sadowski     If you have not received it, I can provide you an electronic copy.I am not one of the attorneys.   I have about 14 days to try and resolve this claim before the claim gets escalated to the attorneys.   The claim gets more stressful and expensive when it gets moved to the attorneys— my goals is to not let that happen to you.Here are a couple of things that can help solve this potential problem:First, if you have a license for the image that was purchased prior to the image being used, please let me know and provide it to me via email.Second, most business liability insurance policies covers this type of claim.   Please contact your insurance provider.   If they say they do not cover this type of claim, I will be glad to have one of our attorneys review your policy to see if they are wrongfully denying you coverage.   It is in both of our interests to make sure your insurance

provider is not denying you coverage that you paid for. If you did not have a license or proper business insurance, we can talk about how to come to a reasonable resolution. I will call you soon. In the meantime, feel free to email me or call me on my direct line at (714) 597-8993. Thank you, Cody Donnell  
Claims Resolution Specialist

copyright@4internet.com

---

**From:** Cody Donnell <cdonnell@higbeeassociates.com>  
**Sent:** Wednesday, November 14, 2018 2:05 PM  
**To:** copyright@4internet.com  
**Subject:** Copyright (Legal) - 4Internet LLC - Christopher Sadowski - 518099

Dear Michael Levy,

Due to the fact that this a time sensitive matter, ignoring this situation will only make the matter worse, by accruing more cost for the client. We wish to resolve this amicably by discussing a proper settlement point and that can only be done through communication.

I will be your point of contact moving forward. My phone number is (714) 597-8993.

Please reference case number 518099 when calling.

Cody Donnell  
Claims Resolution Specialist  
Copyright Division

Law Offices of Higbee & Associates ( <http://www.HigbeeAssociates.com> )  
1504 Brookhollow Dr. Suite 112, Santa Ana, CA. 92705  
DIRECT PHONE: (714) 597-8993  
Phone: (800) 716-1245 - Fax: (714) 597-6559

**Higbee & Associates**  
A NATIONAL LAW FIRM

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On Nov 8, 2018, at 9:09 AM, Cody Donnell <[cdonnell@higbeeassociates.com](mailto:cdonnell@higbeeassociates.com)> wrote:

Dear Michael Levy,

Hello, the purpose of this contact is to discuss an important legal matter, this matter is not closed and we still need to discuss option of settlement. Please call me back at (714) 597-8993. You can E-mail me at [cdonnell@higbeeassociates.com](mailto:cdonnell@higbeeassociates.com)

Please reference case number 518099 when you call.

Thank you for your time.

Cody Donnell  
Claims Resolution Specialist  
Copyright Division

Law Offices of Higbee & Associates ( <http://www.HigbeeAssociates.com> )  
1504 Brookhollow Dr. Suite 112, Santa Ana, CA. 92705  
DIRECT PHONE: (714) 597-8993  
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<images.png>

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On Oct 30, 2018, at 8:26 AM, Cody Donnell <[cdonnell@higbeeassociates.com](mailto:cdonnell@higbeeassociates.com)> wrote:

Dear Michael Levy,

The purpose of this email is to obtain an update in regards to resolving this claim. At this time I have not received a response to my email back on the 18th of this month. Please let me know how you intend on resolving this matter as we do not believe DMCA covers this instance of infringement.

Thank you for your time.

Cody Donnell  
Claims Resolution Specialist  
Copyright Division

Law Offices of Higbee & Associates ( <http://www.HigbeeAssociates.com> )  
1504 Brookhollow Dr. Suite 112, Santa Ana, CA. 92705  
DIRECT PHONE: (714) 597-8993  
Phone: (800) 716-1245 - Fax: (714) 597-6559

<images.png>

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On Oct 18, 2018, at 7:27 AM, Cody Donnell  
<[cdonnell@higbeeassociates.com](mailto:cdonnell@higbeeassociates.com)> wrote:

Dear Michael Levy,

I have received the email you sent to our intake department, for future use you can reply to my email so that I get them directly. You stated in this email that because you were only using "links" the claim doesn't count as copyright infringement however we have evidence to show that the images were saved on multiple 4internet websites. I have listed them below:

- <https://www.4baseball.com/cache/images/web/featured/thumbs/thenypost.files.wordpress.com/4152144-thumb.jpg>
- <https://www.4entertainment.com/cache/images/web/featured/thumbs/thenypost.files.wordpress.com/145708282-thumb.jpg>

The first image was used on 18 different locations, and the second image was used at 3 different url locations, but both of them were stored on the 4internet servers which I have also attached screenshots for proof in addition to the urls.

In addition to this, we were not able to find DMCA coverage with 4internet LLC prior to September 27th 2018. Which would not cover the infringement dates of May for the first image and June for the second image. Therefore at this time we are not considering this to be DMCA safe harbor.

At this time we are still seeking \$13500.00 to resolve this claim. Please let me know how you wish to resolve this matter in a reply to this email.

Thank you for your time.

<Image url 1.png><Image url 2.png><20181018 DMCA Coverage 518099.png>

Cody Donnell  
Claims Resolution Specialist  
Copyright Division

Law Offices of Higbee & Associates ( <http://www.HigbeeAssociates.com> )  
1504 Brookhollow Dr. Suite 112, Santa Ana, CA. 92705  
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On Oct 17, 2018, at 5:09 PM, Infringements Team  
<[infringements@higbeeassociates.com](mailto:infringements@higbeeassociates.com)> wrote:

Begin forwarded message:

**From:** [copyright@4internet.com](mailto:copyright@4internet.com)  
**Subject:** Re: Case Manager  
**Introduction - 518099**  
**Date:** October 17, 2018 at 2:19:59  
PM PDT  
**To:** Copyright Claims  
<[Claims@higbeeassociates.com](mailto:Claims@higbeeassociates.com)>

ATTN: Mr. Donnell,

4Internet, LLC is an ISP that operates search engine services on a collection of websites. As such, 4Internet does not store images. Only links to images are displayed in the image source tag . These images are resolved in the users browser, but do not originate from a 4Internet website and are not within 4Internet's control. This does not constitute a copyright violation on 4Internet's part. However, per your request, the source locations of the images have been placed on a block list so that the image locations will not appear in an image tag again on a 4Internet website. You may also send a list of other source locations to block. You may send this list to this email address. This would be faster than submitting DMCA take down requests individually, which is the way notices like the communication you have sent will be treated. Notably, 4Internet pages contain a notice and disclaimer pursuant to the DMCA safe harbor.

Also, it appears that your client may be using an automated image detection service. The technology used by image detection services can draw significant system resources which can cause outages and damage to computer systems. So as to avoid action under 18 U.S.C. § 1030(a)(5)(c), please make



certain your client doesn't exceed the access authorized and follows the Terms of Use at all times.

Sincerely,

Michael Levy  
4Internet, LLC

Quoting Cody Donnell  
<[Claims@higbeeassociates.com](mailto:Claims@higbeeassociates.com)>:

My name is Cody  
 I am a Claim  
Resolution Specialist at  
the Law  
Firm of Higbee &  
Associates.  
  My job is  
to help resolve  
copyright claims  
without them having to  
go to court.  I will  
be calling  
you soon to talk about  
a letter the law firm  
sent you involving a  
potential  
copyright claim  
by Christopher  
Sadowski   
 If you have not  
received it, I can  
provide you an  
electronic copy.I am not  
one of the  
attorneys.  I have  
about 14 days to try  
and resolve this claim  
before  
the claim gets escalated  
to the attorneys.  
 The claim gets  
more  
stressful and expensive  
when it gets moved to  
the attorneys— my  
goals is  
to not let that happen  
to you.Here are a

couple of things that  
can help  
solve this potential  
problem:First, if you  
have a license for the  
image that  
was purchased prior to  
the image being used,  
please let me know and  
provide  
it to me via  
email.Second, most  
business liability  
insurance policies  
covers  
this type of claim.  
&nbsp;Please contact  
your insurance  
provider. &nbsp;If  
they say they do not  
cover this type of claim,  
I will be glad to have  
one of  
our attorneys review  
your policy to see if  
they are wrongfully  
denying you  
coverage. &nbsp;It is in  
both of our interests to  
make sure your  
insurance  
provider is not denying  
you coverage that you  
paid for.If you did not  
have a  
license or proper  
business insurance, we  
can talk about how to  
come to a  
reasonable resolution.  
&nbsp;I will call you  
soon.In the meantime,  
feel free  
to email me or call me  
on my direct line  
at&nbsp;(714) 597-  
8993.Thank  
you,Cody  
&nbsp;DonnellClaims  
Resolution Specialist



**copyright@4internet.com**

---

**From:** Emily Simpson <esimpson@higbeeassociates.com>  
**Sent:** Monday, March 18, 2019 2:47 PM  
**To:** copyright@4internet.com  
**Subject:** Copyright Infringement - 518123

**RULE 408 SETTLEMENT COMMUNICATION**

Good Afternoon Mr. Levy-

My name is Emily Simpson and I am an attorney in the Copyright Division of Higbee & Associates. I have now taken over the Copyright Infringement matter regarding 4Internet LLC's unauthorized use of our client, Alex Maxim's copyrighted photograph on your business website. In order to display such image without Copyright Infringement occurring, you must purchase a license from the Copyright Holder (my client). This was not the case with your use of this particular image on your business website, and as such a Copyright Infringement have taken place to which my client is entitled to compensation.

We have attempted to contact you numerous times previously to negotiate a reasonable settlement to this matter, but to no avail. According to the case notes, the draft Complaint was mailed to you in February of 2019. Please be advised that if this matter does not settle in a timely manner, I will advise my client to proceed forward with filing a Copyright Infringement case in Federal Court. Please let me know if you are willing to work together to settle this matter in a reasonable and amicable fashion, to avoid the time and expense of court, or whether I should advise my client to move forward with litigating the matter.

I look forward to your timely response.

Emily Simpson  
Associate Attorney  
Copyright Division  
CA Bar #239735  
Utah Bar #13904

Law Offices of Higbee & Associates  
[www.HigbeeAssociates.com](http://www.HigbeeAssociates.com)  
1504 Brookhollow Dr. Suite 112  
Santa Ana, CA 92705-5418  
Phone: (714) 617-8911  
Fax: (714) 597-6559

copyright@4internet.com

---

**From:** Emily Simpson <esimpson@higbeeassociates.com>  
**Sent:** Monday, April 1, 2019 3:11 PM  
**To:** copyright@4internet.com  
**Subject:** Fwd: Copyright Infringement - 518123

Mr. Levy - I have not received a response from my email communication below which was sent to you on March 18, 2019. Based upon your lack of communication, I can only assume you are not willing to discuss a settlement in this copyright infringement matter and I should advise my client to seek damages via court intervention. If you would like to discuss a settlement as opposed to litigating. I look forward to your timely reply to this email. Thank you.

Emily

Begin forwarded message:

**From:** Emily Simpson <[esimpson@higbeeassociates.com](mailto:esimpson@higbeeassociates.com)>  
**Subject:** Copyright Infringement - 518123  
**Date:** March 18, 2019 at 11:47:06 AM PDT  
**To:** [copyright@4internet.com](mailto:copyright@4internet.com)

**RULE 408 SETTLEMENT COMMUNICATION**

Good Afternoon Mr. Levy-

My name is Emily Simpson and I am an attorney in the Copyright Division of Higbee & Associates. I have now taken over the Copyright Infringement matter regarding 4Internet LLC's unauthorized use of our client, Alex Maxim's copyrighted photograph on your business website. In order to display such image without Copyright Infringement occurring, you must purchase a license from the Copyright Holder (my client). This was not the case with your use of this particular image on your business website, and as such a Copyright Infringement have taken place to which my client is entitled to compensation.

We have attempted to contact you numerous times previously to negotiate a reasonable settlement to this matter, but to no avail. According to the case notes, the draft Complaint was mailed to you in February of 2019. Please be advised that if this matter does not settle in a timely manner, I will advise my client to proceed forward with filing a Copyright Infringement case in Federal Court. Please let me know if you are willing to work together to settle this matter in a reasonable and amicable fashion, to avoid the time and expense of court, or whether I should advise my client to move forward with litigating the matter.

I look forward to your timely response.

Emily Simpson  
Associate Attorney  
Copyright Division

CA Bar #239735  
Utah Bar #13904

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1504 Brookhollow Dr. Suite 112  
Santa Ana, CA 92705-5418  
Phone: (714) 617-8911  
Fax: (714) 597-6559

Emily Simpson  
Associate Attorney  
Copyright Division  
CA Bar #239735  
Utah Bar #13904

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Santa Ana, CA 92705-5418  
Phone: (714) 617-8911  
Fax: (714) 597-6559

**copyright@4internet.com**

---

**From:** Shelley Sandefur <ssandefur@higbeeassociates.com>  
**Sent:** Monday, November 26, 2018 12:02 PM  
**To:** copyright@4internet.com  
**Subject:** 4Internet, LLC - Alex Maxim - 518123

Mr. Michael Levy

Re: 4Internet, LLC

We have been trying to work with you to reach an amicable resolution to this infringement claim; however, we have yet to see any progress. We are preparing this matter for litigation. However, I did want to reach out to you to provide you a final opportunity to resolve this copyright infringement claim prior to litigation. Please contact me either by phone or email to discuss settlement options. My direct line is 714-597-8998.

Thank you,

Shelley Sandefur  
Claims Resolution Specialist  
Copyright Division

Law Firm of Higbee & Associates (<http://www.higbeeassociates.com>)  
1504 Brookhollow Dr., Suite 112, Santa Ana, CA 92705  
Direct: (714) 597-8998  
Phone: (800) 716-1245 Fax: (714) 597-6559

# EXHIBIT D



**From:** [Mathew Higbee](#)  
**To:** [Ryan Isenberg](#)  
**Cc:** [Josh Cannon](#)  
**Subject:** Re: Higbee & Associates Copyright Infringement Letter  
**Date:** Friday, September 20, 2019 8:52:16 PM

---

Hi Ryan-

I hope you had a successful day in court. My client is asking for \$1563.

-Mat  
Mathew Higbee

**Law Firm of Higbee & Associates**  
1504 Brookhollow  
Suite 112  
Santa Ana, CA 92705  
[HigbeeAssociates.com](http://HigbeeAssociates.com)

Direct Line: 714-617-8352

On Sep 19, 2019, at 4:32 PM, Ryan Isenberg <[ryan@ihlaw.us](mailto:ryan@ihlaw.us)> wrote:

Mat

I represent Paradise Media Ventures, LLC ( a Georgia LLC), which owns Social Media Marketing University and the [smmu.com](http://smmu.com) website. I didn't see any particular demand amount in this letter. I have asked my client to look into this and get back to me, but I am arguing in the 10<sup>th</sup> Circuit next week so it might be the week of 9/30 before I can respond.

In the meantime, please make sure any future correspondence relating to this party is sent to me.

Thanks.

Ryan L. Isenberg  
Isenberg & Hewitt, P.C.  
600 Embassy Row, Suite 150  
Atlanta, Georgia 30328  
770-351-4400

<higbee & assoc copyright letter.pdf>

**From:** [Josh Cannon](#)  
**To:** [Ryan Isenberg](#)  
**Subject:** Re: Copyright - Paradise Media Ventures, LLC - Agence France-Presse - 541457  
**Date:** Friday, December 6, 2019 5:12:42 PM  
**Attachments:** [Invoice-for-case-541457.pdf](#)

---

Mr. Isenberg,

I was just notified that the settlement was recorded and processed this week. Please see attached the invoice showing as paid in full. Once we have the countersigned release agreement, I will mark the case as settled and closed.

Thank you,

Josh Cannon  
Claims Resolution Specialist - Copyright Enforcement Division  
Law Offices of Higbee & Associates ([www.HigbeeAssociates.com](http://www.HigbeeAssociates.com))  
1504 Brookhollow Dr. Suite 112, Santa Ana, CA 92705  
Direct: (714) 617-8341  
Office: (800) 716-1245  
Fax: (714) 597-6559

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On Nov 15, 2019, at 10:32 AM, Josh Cannon <[jcannon@higbeeassociates.com](mailto:jcannon@higbeeassociates.com)> wrote:

Mr. Isenberg,

See the updated release agreement attached here. Let me know if you have any questions.

<AFP Release Agreement 541457.revised.pdf>

Thank you,

Josh Cannon  
Claims Resolution Specialist - Copyright Enforcement Division  
Law Offices of Higbee & Associates ([www.HigbeeAssociates.com](http://www.HigbeeAssociates.com))  
1504 Brookhollow Dr. Suite 112, Santa Ana, CA 92705  
Direct: (714) 617-8341  
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On Nov 14, 2019, at 1:10 PM, Ryan Isenberg <[ryan@ihlaw.us](mailto:ryan@ihlaw.us)> wrote:

Thanks. We will get it wrapped up.

Ryan L. Isenberg  
Isenberg & Hewitt, P.C.  
600 Embassy Row, Suite 150  
Atlanta, Georgia 30328  
770-351-4400 (Voice)  
770-828-0100 (Fax)

---

**From:** Mathew Higbee <[mathewhigbee@higbeeassociates.com](mailto:mathewhigbee@higbeeassociates.com)>  
**Sent:** Tuesday, November 12, 2019 3:47 PM  
**To:** Ryan Isenberg <[ryan@ihlaw.us](mailto:ryan@ihlaw.us)>  
**Cc:** Josh Cannon <[jcannon@higbeeassociates.com](mailto:jcannon@higbeeassociates.com)>  
**Subject:** Re: Copyright - Paradise Media Ventures, LLC - Agence France-  
Presse - 541457

Hi Ryan-

Those terms are fine. Confidentiality is not a priority for AFP in this case.

-Mat  
Mathew Higbee

**Law Firm of Higbee & Associates**

1504 Brookhollow  
Suite 112  
Santa Ana, CA 92705  
[HigbeeAssociates.com](http://HigbeeAssociates.com)

Direct Line: 714-617-8352

On Nov 11, 2019, at 1:29 PM, Ryan Isenberg  
<[ryan@ihlaw.us](mailto:ryan@ihlaw.us)> wrote:

Josh

Thanks for the comments. We are not agreeing to confidentiality. "Your client<sup>1</sup>" accepted the offer as I made it and confidentiality is a material term that was never included in any of my communications. Nor for that matter did we agree that California law would apply to any settlement agreement. I'm pretty confident a court will see it my way so feel free to file if you want. I like my chances of recovering attorney's fees for enforcing the settlement, and regardless, once you file, the \$500 settlement offer will be public anyway.

Your move. Let me know.

Ryan L. Isenberg  
Isenberg & Hewitt, P.C.  
600 Embassy Row, Suite 150  
Atlanta, Georgia 30328  
770-351-4400 (Voice)  
770-828-0100 (Fax)

---

**From:** Josh Cannon <[jcannon@higbeeassociates.com](mailto:jcannon@higbeeassociates.com)>  
**Sent:** Monday, November 4, 2019 6:00 PM  
**To:** Ryan Isenberg <[ryan@ihlaw.us](mailto:ryan@ihlaw.us)>  
**Subject:** Re: Copyright - Paradise Media Ventures, LLC -  
Agence France-Presse - 541457

Mr. Isenberg,

Please make time to review and respond to whether the release agreement is acceptable so we can get this resolved as soon as possible. If I cannot get the release completed and settlement scheduled this week, the litigation team will be taking over the claim.

Thank you,

SER 0187

Josh Cannon  
Claims Resolution Specialist - Copyright Enforcement Division  
Law Offices of Higbee & Associates ([www.HigbeeAssociates.com](http://www.HigbeeAssociates.com))  
1504 Brookhollow Dr. Suite 112, Santa Ana, CA 92705  
Direct: (714) 617-8341  
Office: (800) 716-1245  
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On Oct 26, 2019, at 6:18 AM, Ryan Isenberg  
<[ryan@ihlaw.us](mailto:ryan@ihlaw.us)> wrote:

I apologize. I will take a look and get back to you this week.

Ryan L. Isenberg  
Isenberg & Hewitt, P.C.  
600 Embassy Row, Suite 150  
Atlanta, Georgia 30328  
770-351-4400

---

**From:** Josh Cannon  
<[jcannon@higbeeassociates.com](mailto:jcannon@higbeeassociates.com)>  
**Sent:** Friday, October 25, 2019 4:00 PM  
**To:** Ryan Isenberg <[ryan@ihlaw.us](mailto:ryan@ihlaw.us)>  
**Subject:** Re: Copyright - Paradise Media Ventures, LLC - Agence France-Presse - 541457

Mr. Isenberg,

I have not heard back from you since sending over the release agreement. Is the language

# Higbee & Associates

A NATIONAL LAW FIRM

1504 Brookhollow Dr. Suite 112  
 Santa Ana, CA 92705  
 800-716-1245  
 www.higbeeassociates.com

Invoice No.

**523886**

Invoice date: **12/02/2019**

Due date: **12/02/2019**

**BILL TO**

Paradise Media Ventures, LLC

To keep your account in good standing please pay by due date.

Date	Staff	Description	Total
10/25/2019		Federal Copyright Infringement - Scheduled Payment	\$500.00
			Legal fees \$500.00
			<b>Invoice Total \$500.00</b>
			Payment -\$500.00
			<b>Total Due \$0.00</b>

SER 0189

Page 1

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

CIVIL ACTION FILE NO. 2:18-cv-02097-JAD-VCF

-----  
ROBERT MILLER, : VIDEOTAPED  
DEPOSITION OF:  
Plaintiff, :  
ROBERT MILLER  
V. :  
4INTERNET, LLC AND :  
JOHN DOES 1-10, :  
Defendants.

-----:  
TRANSCRIPT of testimony as taken by and  
before PATRICIA A. SANDS, a Shorthand Reporter  
and Notary Public of the States of New York and  
New Jersey, via VERITEXT VIRTUAL, and all other  
parties at the offices of VERITEXT, 7 Times  
Square, New York, New York, on Monday,  
September 13, 2021, commencing at 10:05 in the  
forenoon.

Job No. ATL 4790873

1 A I haven't.

2 Q And the responses that you took a  
3 look at were the written discovery responses in  
4 this case?

5 A I believe so.

6 Q Okay.

7 A I don't see them in front of me here,  
8 what you're referring to, but I do believe that  
9 is it.

10 Q And we will probably go through those  
11 a little bit later.

12 A Okay.

13 Q Have you ever been a party to a  
14 lawsuit other than this one?

15 A Yes.

16 Q Do you know approximately how many?

17 A I think two -- can I ask you, when  
18 you mean a lawsuit are you referring to  
19 infringement copyright lawsuits?

20 Q I am referring to anytime you either  
21 been a plaintiff or a defendant in any action  
22 that was filed in court.

23 A I'm not sure the number, in regard  
24 the infringements that were settled before  
25 being filed. And I'm not sure the number that



1           were filed.

2           Q     Okay. Other than this case, what  
3           other cases are you aware of that you are a  
4           party to?

5           A     Well, I was a party to a child  
6           support case. And there was a case, uhm, I was  
7           a party to versus the City of New York. I  
8           believe I was a party, it was 14 years ago, I  
9           believe. I believe it was 14 years ago,  
10          perhaps longer. I'm not sure of the timeline.

11          Q     Were you a plaintiff or a defendant  
12          in the case with the City of New York, if you  
13          remember?

14          A     Uhm, I was the plaintiff.

15          Q     Do you recall what that case was  
16          about?

17          A     Yes.

18          Q     What was it about?

19          A     It was, ah -- I believe it was health  
20          and hospitals, it was in regard to an  
21          assignment that I was on, I was detained  
22          against my will and held, and not allowed to  
23          leave. I was brought into the building and not  
24          allowed to leave. And I was pushed in the back  
25          by security guards who grabbed me.

1           what that was.

2                   I think you said earlier that you didn't  
3           know the number of claims that have been  
4           presented on your behalf; is that correct?

5           A       By whom are you referring to?

6           Q       By -- well, I'm not limiting it, so  
7           let me just ask it more broadly. It was in the  
8           context of when I was asking you how many  
9           lawsuits you have been a party to.

10                   Do you know how many claims for  
11           infringement have been presented on your behalf  
12           since, let's say 2017?

13                   MR. CARREON: Objection, vague.

14                   THE WITNESS: I can say that I'm a  
15           working photographer in New York, I work  
16           an average of five days a week covering  
17           many assignments in New York City. And a  
18           lot of the stories that happen in New York  
19           City, you know, ripple across the country  
20           and the world. So there is a lot of  
21           attention to the photos that are published  
22           in the New York Post. I don't have a  
23           number off the top of my head of the  
24           amount of infringements.

25           Q       I'm not asking you about the amounts

1 of infringements, I'm asking you about the  
2 number of claims that have been made on your  
3 behalf.

4 A Yeah, well, I would -- I would  
5 reference that to the amount of claims on my  
6 behalf.

7 Q Okay. Do you have -- so without -- I  
8 understand you don't know the number, but do  
9 you know if it's in the 100s, 1,000s or  
10 10,000s?

11 A I don't believe it's in a very high  
12 number, like 10,000 or 1,000, you know.

13 Q Who would know that information?

14 A Oh, Higbee would know that.

15 Q Would --

16 A The Higbee law firm. Let me phrase  
17 that the Higbee law firm keeps records of what  
18 they do, so they would know that. And Richard  
19 Leibowitz's law firm would have records of  
20 that.

21 Q And since Mr. Leibowitz has been  
22 disbarred from the federal court here in New  
23 York, have you been using any other firm?

24 A Any other firm besides Richard  
25 Leibowitz?

1 MR. CARREON: Objection, vague.

2 THE WITNESS: Yeah, that's vague. I  
3 don't understand the question.

4 Q For the pictures that were taken  
5 outside, anybody could have taken a photograph  
6 if they were standing next to you and recorded  
7 the same event; correct?

8 A In a public place people are allowed  
9 to take photographs.

10 MR. CARREON: Would now be a good  
11 time to take a break, counsel?

12 MR. ISENBERG: Sure.

13 THE VIDEOGRAPHER: The time on the  
14 video monitor is 2:35 p.m. We are off the  
15 record.

16 (Recess.)

17 THE VIDEOGRAPHER: We are back on the  
18 record, the time is 2:49 p.m.

19 Q All right, Mr. Miller, do you see the  
20 document that is Miller 00008? Let me turn the  
21 sharing back on, I apologize.

22 Do you see the Miller 0008?

23 A Yes, I see that.

24 Q And this is a letter of  
25 representation and power of attorney.

1 Do you see that?

2 A I do.

3 MR. ISENBERG: Yeah, we'll mark this  
4 as 20, and I'll designate it as  
5 confidential.

6 (Exhibit 20 marked for  
7 identification/referenced.)

8 Q All right, so this says:

9 "To whom it may concern: Please be  
10 advised that the law firm of Higbee &  
11 Associates has been retained by Robert Miller  
12 regarding a copyright infringement matter. As  
13 such, we have been appointed as attorney in  
14 fact, with full power and authority in  
15 determining the validity of the above matter  
16 and assist in any negotiation, settlement and  
17 payment. We are further authorized to pursue  
18 any legal remedies available to our client as a  
19 result of this matter. Agent of Higbee &  
20 Associates is hereby authorized to discuss any  
21 effort to settle and resolve the above matter."

22 Do you see that?

23 A I see that.

24 Q Does the Higbee & Associates firm  
25 settle cases without your knowledge?

1 MR. CARREON: Robert, I'm going to  
2 caution you not to reveal any attorney/  
3 client communication. If you can answer  
4 that question without discussing the  
5 specifics of attorney/client communication  
6 then answer, otherwise I will instruct you  
7 not to answer.

8 THE WITNESS: I will not answer based  
9 upon what my attorney instructs me.

10 MR. ISENBERG: All right, I don't  
11 think that implicates an attorney/client  
12 communication, but I will move on.

13 Q Is this your signature down here at  
14 the bottom of Exhibit 20?

15 A Yes.

16 Q And do you sign those regularly, or  
17 do you sign one and it gets used whenever it's  
18 needed?

19 A I believe I sign one and it gets used  
20 whenever it's needed.

21 Q How is the money collected from your  
22 claims split up?

23 MR. CARREON: I'm going to object on  
24 attorney/client privilege basis and  
25 instruct my client not to answer.

# Higbee & Associates

A NATIONAL LAW FIRM

**Mathew Higbee:** CA # 241380, MI # P73980, MN # 0388759, NV # 11158, OR # 106514, UT # 11133, WA # 42755, TX # 24076924, IL # 6319929, OH #0094107

**Ray Ngo:** UT # 11936, NY # 4780706

**Melissa Higbee:** CA # 247998, AZ # 024644, UT # 11271, FL # 62465, PA # 322114, NJ # 030812012, TN # 034677

**Virginia Kostmayer:** CO # 45648

**Naomi Sarega:** CA # 306967, IN # 34182-49

## LETTER OF REPRESENTATION POWER OF ATTORNEY

RE: Robert Miller

To Whom It May Concern:

Please be advised that the Law Firm of Higbee & Associates has been retained by Robert Miller regarding a copyright infringement matter. As such, we have been appointed as attorney in fact with full power and authority in determining the validity of the above matter and assist in any negotiation, settlement, and payment. We are further authorized to pursue any legal remedies available to our client as a result of this matter. Any attorney, staff member or agent of Higbee & Associates is hereby authorized to discuss any effort to settle and resolve the above matter.

Effective immediately, all communication (mail, phone, electronic or otherwise) regarding the above matter must be forwarded to Higbee & Associates at:

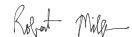
Higbee & Associates  
1504 Brookhollow Drive, Suite 112  
Santa Ana, CA 92705  
(714) 617-8385 Telephone

Sincerely,

  
Mathew Higbee Ray Ngo Melissa Clark Virginia Kostmayer Naomi Sarega

The undersigned have retained Higbee & Associates and grant full power and authority as described above.

Date: 11-16-2017

Client: Robert Miller Signature: 



U.S. District Court  
District of Nevada  
333 Las Vegas Blvd. So.  
Las Vegas, NV 89101



## Official Receipt Form

Note: This receipt is valid only with the corresponding AO82 receipt attached.

Receipt Number: 55429

Date: 01/31/2023

Received From:

Name: Mathew Higbee, Esq. on behalf of Plaintiff Robert Miller

Address: 2445 Fire Mesa Street, Ste 150

City: Las Vegas

State: NV

Zip Code: 89128

Case Reference: Miller v. 4Internet, LLC, et al.; Case #2:18-cv-02097-JAD-VCF

Description of Collateral:

Bond No. L285358-2146, Lexington National Insurance Corporation

Appeal Bond in the amount of \$7,500.00 posted by plaintiff Robert Miller

Received By: 

Original receipt must be returned to the Court when exonerated.

ORIGINAL  
RECEIPT FOR PAYMENT  
UNITED STATES DISTRICT COURT  
for the  
DISTRICT OF NEVADA  
No 55429  
at

Fund  
6855XX  
604700  
508800  
085000  
086900  
322340  
322350  
322360  
143500  
322380  
322386  
121000  
129900  
501000

Deposit Funds  
Registry Funds  
General and Special Funds  
Immigration Fees  
Attorney Admission Fees  
Filing Fees  
Sale of Publications  
Copy Fees  
Miscellaneous Fees  
Interest  
Recoveries of Court Costs  
Restitution to U.S. Government  
Conscience Fund  
Gifts

NOTE: This receipt is valid only with the  
corresponding "Official Receipt Form" attached.

SER 0199



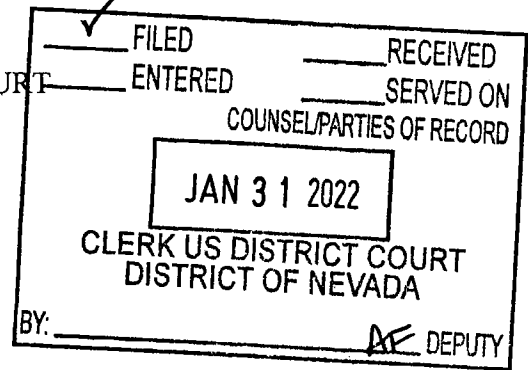
UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

ROBERT MILLER,

*Plaintiff,*

4INTERNET, LLC,

*Defendant.*



**BOND FOR APPEAL**

Case No.: 2:18-cv-02097-JAD-VCF

Bond No: L285358-2146

WHEREAS, the Plaintiff requests the Court accept Plaintiff's APPEAL BOND in the above entitled action, staying execution of judgment pending hearing of further motion(s) or pleading(s) by Defendant.

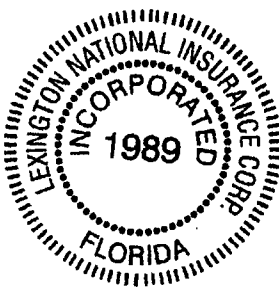
Now, therefore Lexington National Insurance Corporation, as Surety does hereby and pursuant to Nevada Statute and Code of Civil Procedure, undertake that the Plaintiff will pay to the Defendant or to the party(ies) as named by the Court, not exceeding the sum of SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$7,500.00) for such damages and /or costs as the Court may direct.

This 20<sup>TH</sup> day of JANUARY, 2023.

Mathew K. Higbee

Lexington National Insurance Corporation

C. Poindexter, Attorney-in-fact



SER 0200

IMPORTANT NOTICE – THIS POWER OF ATTORNEY IS VOID IF "LNIC Original" WATERMARK IS NOT PRESENT

## POWER OF ATTORNEY

### Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

**C. Constantin Poindexter, Maria de los Angeles Reynoso, Gabriel J. Palerm**

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

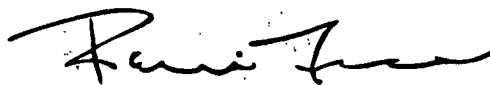
This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, President



State of Maryland  
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 05/23/24

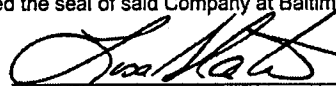


Notary



I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 29th day of April, 2022.



Lisa R. Slater, Secretary

Attached to bond signed this 20th day of January, 20 23

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF NEVADA

3 Robert Miller,  
4 Plaintiff

5 v.

6 4Internet, LLC,  
7 Defendant

Case No.: 2:18-cv-02097-JAD-VCF

**Order Granting in Part Defendant's  
Motions for Fees and Costs and Appeal  
Bond and Denying Counterdefendants'  
Motion for Sanctions**

[ECF Nos. 121, 123, 135]

9 Robert Miller, a freelance photographer for the *New York Post*, brought this suit against  
10 4Internet, LLC, claiming that it displayed his photograph on its subsidiaries' websites without  
11 obtaining a licensing right to do so.<sup>1</sup> The image on 4Internet's sites was inline linked—i.e.,  
12 pulled from the *New York Post*'s website—rather than stored on 4Internet's server.<sup>2</sup> Miller  
13 conceded that detail but did so only after 4Internet moved for summary judgment and spoliation  
14 sanctions.<sup>3</sup> I granted 4Internet's summary-judgment motion, concluding that the Ninth Circuit's  
15 "server test," which permits a copyright-infringement claim only if the purported infringer  
16 "store[s] a copy of the copyrighted image on its own server," precluded Miller's claim.<sup>4</sup>  
17 4Internet now moves for attorneys' fees and nontaxable costs<sup>5</sup> and, in response to Miller's  
18 appeal, for an order requiring Miller to post an appeal bond.<sup>6</sup> Because I find that Miller's claim

19 \_\_\_\_\_  
20 <sup>1</sup> ECF No. 1 at ¶¶ 12–16, 17, 22–27.

21 <sup>2</sup> ECF No. 117 at 6.

22 <sup>3</sup> ECF No. 97 at 11.

23 <sup>4</sup> ECF No. 117 at 5 (citing *Perfect 10, Inc. v. Amazon.com, Inc.*, 508 F.3d 1146, 1159–61 (9th Cir. 2007)).

<sup>5</sup> ECF No. 121.

<sup>6</sup> ECF No. 135.

1 was objectively unreasonable, that an attorney-fee award is warranted in light of the other factors  
2 for fee shifting in copyright cases, and that the fees requested are largely reasonable, I grant the  
3 motion in part and award 4Internet \$93,577.95 in attorneys' fees and \$6,026.47 in nontaxable  
4 costs. And because I find that an appeal bond is appropriate, I grant 4Internet's request for one  
5 and set the appeal bond at \$7,500.

6 In response to Miller's lawsuit, 4Internet asserted counterclaims against Miller's counsel,  
7 Matthew Higbee, and his firm, Higbee & Associates, APC (together, "Higbee") under a federal  
8 statute that prohibits accessing computers without authorization and Georgia's analogous  
9 statute.<sup>7</sup> 4Internet claimed that Higbee used a bot to repeatedly visit 4Internet's site and  
10 overloaded 4Internet's server in violation of its terms of use and a letter that 4Internet's counsel  
11 sent to Higbee.<sup>8</sup> After I dismissed 4Internet's claims without prejudice,<sup>9</sup> it filed amended  
12 counterclaims and added a claim for conspiracy, all of which I then dismissed with prejudice.<sup>10</sup>  
13 Higbee now moves for sanctions<sup>11</sup> against 4Internet's attorneys and their firms (together,  
14 "4Internet counsel")<sup>12</sup> under a statute that allows a court to assess fees against counsel who  
15 "multipl[y] the proceedings . . . unreasonably and vexatiously."<sup>13</sup> Because Higbee has not  
16 demonstrated that 4Internet multiplied the proceedings, I deny Higbee's motion for such  
17 sanctions.

18  
19 \_\_\_\_\_  
<sup>7</sup> ECF No. 9 at 13–14.

20 <sup>8</sup> *Id.* at 7–16

21 <sup>9</sup> ECF No. 39 at 16.

22 <sup>10</sup> ECF No. 47 at 16.

<sup>11</sup> Higbee captions this motion as one for attorneys' fees.

23 <sup>12</sup> ECF No. 123 at 2.

<sup>13</sup> 28 U.S.C. § 1927.

## Discussion

### I. The court grants in part 4Internet's motion for fees and costs.

4Internet moves for attorneys' fees under 17 U.S.C. § 505,<sup>14</sup> which allows a court to award reasonable attorneys' fees and "full costs" to the prevailing party in a copyright-infringement action like this one.<sup>15</sup> Whether to award fees and costs "is a matter of the trial court's discretion, not of a party's right."<sup>16</sup> In exercising this discretion, a court evaluates several non-exhaustive factors that the Supreme Court spelled out in *Fogerty v. Fantasy, Inc.*: "frivolousness, motivation, objective unreasonableness (both in the factual and in the legal components of the case)[,] and the need in particular circumstances to advance considerations of compensation and deterrence."<sup>17</sup> "[S]ubstantial weight is given to the unreasonableness factor."<sup>18</sup> The court may also consider other factors including "the degree of success obtained in the litigation,<sup>19</sup> the purposes of the Copyright Act, and "whether the chilling effect of attorney[s'] fees may be too great or impose an inequitable burden on an impecunious litigant."<sup>20</sup>

---

<sup>14</sup> ECF No. 121 at 1.

<sup>15</sup> 17 U.S.C. § 505.

<sup>16</sup> *Unicolors, Inc. v. H&M Hennes & Mauritz, L.P.*, 52 F.4th 1054, 1089 (9th Cir. 2022).

<sup>17</sup> *Id.* (quoting *Fogerty v. Fantasy, Inc.*, 510 U.S. 517, 534 (1994)).

<sup>18</sup> *Unicolors*, 52 F.4th at 1089 (quoting *Glacier*, 896 F.3d at 1037).

<sup>19</sup> *Id.* (quoting *Glacier Films (USA), Inc. v. Turchin*, 896 F.3d 1033, 1037 (9th Cir. 2018)).

<sup>20</sup> *Glacier*, 896 F.3d at 1037 (quotation omitted). 4Internet also argues that Miller's "deposition misconduct and spoliation . . . support[] an award of fees without regard to the reasonableness of the claims." ECF No. 121-3 at 2, 8. But the law does not support this argument. *See Skidmore as Tr. for Randy Craig Wolfe Tr. v. Led Zeppelin*, 952 F.3d 1051, 1079 (9th Cir. 2020), *cert. denied sub nom. Skidmore as Tr. for Randy Craig Wolfe Tr. v. Zeppelin*, 141 S. Ct. 453 (2020), *reh'g denied*, 141 S. Ct. 946 (2020) (holding that the "argument that litigation misconduct should form a sole, independent basis for consideration is contrary to the Supreme Court's guidance in *Kirtsaeng*").

1       **A. Miller’s conduct was objectively unreasonable.**

2       A claim is objectively unreasonable when the party advancing it “should have known  
3 from the outset that its chances of success” on that claim “were slim to none.”<sup>21</sup> Because the  
4 factor is an objective one, the party’s subjective beliefs are not controlling.<sup>22</sup> “A legal argument  
5 that loses is not necessarily unreasonable.”<sup>23</sup>

6       Here, Miller’s legal claim was doomed from the start under existing law. As I explained  
7 in my order granting Internet summary judgment, the Ninth Circuit’s server test plainly  
8 precludes copyright-infringement liability for an inline-linked image like the one at issue here.<sup>24</sup>  
9 And Miller presented no circuit authority that narrowed that test; instead he argued that the Ninth  
10 Circuit’s server test was invalid under the Copyright Act’s text and a U.S. Supreme Court  
11 opinion.<sup>25</sup> But, as I also explained in the summary-judgment order, the Ninth Circuit “crafted the  
12 server test out of the ‘plain language’ of the Copyright Act and has continued to apply that test  
13 years after” that Supreme Court opinion, so this court was obligated to apply the server test.<sup>26</sup>  
14 That there are few district-court cases in the Ninth Circuit discussing the server test<sup>27</sup> and that  
15 other circuits may take a different view<sup>28</sup> does not change the fact that a straightforward  
16 application of controlling Ninth Circuit precedent foreclosed Miller’s claim. And that Miller’s

17 \_\_\_\_\_  
18 <sup>21</sup> *SOFA Ent., Inc. v. Dodger Prods., Inc.*, 709 F.3d 1273, 1280 (9th Cir. 2013). I consider the  
19 reasonableness and frivolousness factors together. *See generally* *Glacier Films*, 896 F.3d at  
1042–43 (analyzing reasonableness and frivolousness together).

20 <sup>22</sup> *Shame On You Prods., Inc. v. Banks*, 893 F.3d 661, 667 (9th Cir. 2018).

21 <sup>23</sup> *Seltzer v. Green Day, Inc.*, 725 F.3d 1170, 1181 (9th Cir. 2013).

22 <sup>24</sup> ECF No. 117 at 6.

23 <sup>25</sup> *Id.*

24 <sup>26</sup> *Id.*

25 <sup>27</sup> ECF No. 125 at 5.

26 <sup>28</sup> *Id.* at 8.

1 counsel *subjectively* believed that this case was distinguishable<sup>29</sup> does not make Miller's claim  
2 *objectively* reasonable under existing precedent. So I find that his claim was objectively  
3 unreasonable.

4 So too was his obfuscation of the fact that the image was inline linked. If Miller merely  
5 sought a change in the law in how the Ninth Circuit views inline-linked images, that would not  
6 have been unreasonable; as I said in the summary-judgment order, he can present his argument to  
7 the Ninth Circuit.<sup>30</sup> But, instead of proceeding on that basis from the start, Miller acknowledged  
8 that the images were inline-linked only after 4Internet moved for summary judgment and  
9 spoliation sanctions.<sup>31</sup> And Miller should have known that the image was inline linked when he  
10 filed the complaint. Indeed, as 4Internet points out, its counsel told Miller's counsel ahead of the  
11 lawsuit that the image was inline linked,<sup>32</sup> and Miller's complaint included an attachment  
12 showing that the source of the image at issue was the *New York Post*, not one of 4Internet's  
13 websites.<sup>33</sup> Miller counters that 4Internet should have forced the "server[-]test" issue earlier in  
14 the litigation by moving to dismiss his claims.<sup>34</sup> But Miller cites nothing for the proposition that  
15 4Internet had such an obligation. So this factor favors fee shifting.

16 **B. The motivation factor favors neither party.**

17 Miller's motivation does not move the needle. 4Internet fails to address it directly, and  
18 the Copyright Act allows a copyright holder to enforce his rights. The problem was not Miller's  
19

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20 <sup>29</sup> *Id.*

21 <sup>30</sup> ECF No. 117 at 6.

22 <sup>31</sup> ECF No. 105 at 11 n.2.

23 <sup>32</sup> ECF No. 106-5 at 4.

<sup>33</sup> ECF No. 1-5 at 3.

<sup>34</sup> ECF No. 125 at 10.

1 motive (enforcing those rights) but rather his means (pursuing a foreclosed theory). On this  
2 factor, Miller contends that 4Internet acted in bad faith by not accepting his nominal settlement  
3 demand and consistently launching *ad hominem* and defamatory attacks to “harass and embarrass  
4 Miller and his counsel.”<sup>35</sup> But I cannot fault 4Internet for refusing to settle a claim unsupported  
5 by current precedent, even for a bargain. And 4Internet counsel’s conduct is irrelevant to  
6 Miller’s motivation for maintaining his claim.

7 **C. Principles of compensation and deterrence slightly favor fee shifting.**

8 4Internet argues that fee-shifting will encourage Miller and his counsel to be more  
9 diligent ahead of filing future suits and compensate 4Internet for what it spent defending against  
10 Miller’s unreasonable claim.<sup>36</sup> While that may be true, 4Internet’s other arguments are less  
11 persuasive. 4Internet’s contention that Miller’s “lawyers [make] outrageous claims to extort  
12 money” for displaying “photographs that have no real value”<sup>37</sup> appears to be based on the false  
13 premise that copyright holders cannot pursue damages beyond the value of their intellectual  
14 property.<sup>38</sup> And 4Internet fails to explain why Miller’s allowing his counsel to negotiate and  
15 settle cases on his behalf warrants fee shifting.<sup>39</sup> To the extent 4Internet is using this motion as a  
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19 <sup>35</sup> ECF No. 125 at 10.

20 <sup>36</sup> ECF No. 121-3 at 5–7.

21 <sup>37</sup> *Id.* at 7.

22 <sup>38</sup> *Desire, LLC v. Manna Textiles, Inc.*, 986 F.3d 1253, 1266 (9th Cir. 2021) (noting that a  
23 copyright owner can choose statutory, instead of actual, damages and that the maximum  
statutory damage is “\$150,000 for willful infringement and \$30,000 for innocent infringement”  
with respect to “any one work, for which any one infringer is liable”), *cert. denied*, 142 S. Ct.  
343 (2021).

<sup>39</sup> *Id.*



1 vehicle to expose Miller's attorneys' alleged unethical business practices, 4Internet fails to  
 2 demonstrate that such practices are occurring.<sup>40</sup> So these factors only slightly favor 4Internet.

3 **D. 4Internet's categorical success favors fee shifting.**

4 The parties agree that the degree-of-success factor favors 4Internet because 4Internet  
 5 achieved complete relief on its summary-judgment motion.<sup>41</sup> Miller contends, however, that this  
 6 finding should be "mitigated" by 4Internet's raising unsuccessful defenses and counterclaims.<sup>42</sup>  
 7 This contention relates more to the *amount* of fees, rather than whether fee shifting is warranted  
 8 at all, and 4Internet concedes that it should not be reimbursed for what it spent on the  
 9 counterclaims and has excluded those fees from its request.<sup>43</sup> So this factor favors fee shifting.

10 **E. The purposes of the Copyright Act favor fee shifting.**

11 The purposes of the Copyright Act include "encouraging and rewarding authors'  
 12 creations" and "enabling others to build on that work."<sup>44</sup> 4Internet argues that fee shifting will  
 13 help it "build a better search engine to allow more people to find art, pictures, and stories."<sup>45</sup>  
 14 Miller fails to meaningfully address this issue and instead reiterates his legal argument on the  
 15 server-test issue.<sup>46</sup> "Because copyright law ultimately serves the purpose of enriching the  
 16 general public through access to creative works,"<sup>47</sup> and 4Internet's search engine promotes that  
 17 purpose, I find that this factor favors fee shifting.

18  
 19 <sup>40</sup> 4Internet's contentions in this regard may be better addressed to the relevant bar organizations.

20 <sup>41</sup> ECF No. 121-3 at 5; ECF No. 125 at 8.

21 <sup>42</sup> ECF No. 125 at 8–9.

22 <sup>43</sup> ECF No. 133 at 4; ECF No. 122 at ¶ 18.

23 <sup>44</sup> *Kirtsaeng v. John Wiley & Sons, Inc.*, 579 U.S. 197, 204 (2016).

<sup>45</sup> ECF No. 121-3 at 9.

<sup>46</sup> ECF No. 125 at 18–19.

<sup>47</sup> *Fogerty v. Fantasy, Inc.*, 510 U.S. 517, 517–18 (1994).

**F. Any potential chilling effect is inconsequential.**

The parties do not discuss this factor, and nothing in the record suggests that Miller, who has had a stable job for two decades,<sup>48</sup> is “impecunious.”<sup>49</sup> Balancing all the factors, I find that an attorney-fee award is merited.

**G. The requested amount is largely reasonable.**

Having concluded that 4Internet is entitled to a fee award, I next consider the proper amount of that award. The lodestar method is the required starting point when determining reasonable fee awards and is calculated by “multiplying the number of hours the prevailing party reasonably expended on the litigation by a reasonable hourly rate.”<sup>50</sup> Requests for attorneys’ fees must also meet the requirements of Local Rule 54-14, which requires any application to include an attorney affidavit, a “reasonable itemization and description of the work performed[,]” and a “brief summary” of 13 categories of information designed to elicit more information about the case and the work that the attorney performed.<sup>51</sup> After calculating a lodestar figure, the court may review the reasonableness of the award under the factors adopted by the Ninth Circuit in *Kerr v. Screen Extras Guild, Inc.*:

(1) the time and labor required, (2) the novelty and difficulty of the questions involved, (3) the skill requisite to perform the legal service properly, (4) the preclusion of other employment by the attorney due to acceptance of the case, (5) the customary fee, (6) whether the fee is fixed or contingent, (7) time limitations imposed by the client or the circumstances, (8) the amount involved and the results obtained, (9) the experience, reputation, and ability of the attorneys, (10) the “undesirability” of the case, (11) the nature and

<sup>48</sup> ECF No. 138 at 3.

<sup>49</sup> *Glacier*, 896 F.3d at 1037.

<sup>50</sup> *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 978 (9th Cir. 2008) (citing *Ferland v. Conrad Credit Corp.*, 244 F.3d 1145, 1149 n.4 (9th Cir. 2001)).

<sup>51</sup> L.R. 54-14(a)–(b).

length of the professional relationship with the client, and (12) awards in similar cases.<sup>52</sup>

Although lodestar figures are presumed reasonable, district courts may decrease or—in rare circumstances—increase them.<sup>53</sup>

I have reviewed the affidavit from 4Internet’s lead counsel, Ryan Isenberg, Esq., the relevant hourly rates under the *Kerr* factors, and Local Rule 54-14. 4Internet seeks \$99,589.50 in attorneys’ fees,<sup>54</sup> \$6,276.47 in costs,<sup>55</sup> which appears to include \$3,455.50 for local counsel’s time that Isenberg’s firm paid,<sup>56</sup> and another \$4,500 in attorneys’ fees for time spent on the briefing underlying this order<sup>57</sup>—for a grand total of \$110,365.97. The records suggest that Isenberg worked on this case for roughly 400 hours at the rate of \$275 or \$300 per hour, an associate worked for 2.5 hours at a rate of \$225, a legal-support person worked for 4.5 hours at a rate of \$100, and local counsel worked at a rate of \$320.<sup>58</sup>

I find that the *Kerr* factors generally support these rates. Isenberg has practiced for more than two decades and focuses his practice on, among other things, intellectual property.<sup>59</sup> Local counsel is similarly an experienced attorney, and he did minimal work that I find was not

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<sup>52</sup> *Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir. 1975) (citation omitted).

<sup>53</sup> *Hensley*, 461 U.S. at 434–37 (requiring a clear reason for adjusting the amount awarded and noting that, in exceptional cases, an enhancement may be warranted); *see also City of Burlington v. Dague*, 505 U.S. 557, 562 (1992) (reversing an enhancement of attorney’s fees based on a contingency-fee agreement and noting that an applicant seeking more than the lodestar amount must show that it is “necessary”).

<sup>54</sup> ECF No. 121 at 1; ECF No. 122 at 26–27.

<sup>55</sup> ECF No. 122 at ¶¶ 26–27.

<sup>56</sup> *See, e.g.*, ECF No. 121-1 at 2 at line 33.

<sup>57</sup> ECF No. 121 at 1.

<sup>58</sup> ECF No. 122 at ¶¶ 19, 21, 25.

<sup>59</sup> *Id.* at ¶¶ 4, 7.

unnecessarily duplicative.<sup>60</sup> Also, Isenberg successfully defended against a meritless claim and had to navigate difficult discovery disputes. And counsel's rates were at or below the rates charged in the Las Vegas legal market for attorneys of similar experience in part because, as Isenberg acknowledges, he has a longstanding relationship with 4Internet's managing member.<sup>61</sup> So I find that 4Internet's requested amounts are generally reasonable.

Still, I find that the requests for attorneys' fees and costs must be slightly reduced. As an initial matter, the requests for \$99,589.50 in attorneys' fees and \$6,276.47 in costs should be reduced by \$114 and \$200, respectively, to match the totals in the records that counsel provides.<sup>62</sup> I also find that both attorney-fee amounts—for \$99,475.50 and \$4,500—should be reduced by 10%. As Miller points out,<sup>63</sup> counsel could have relied on attorneys and staff with lower billing rates, including for time researching and specific tasks like delivering copies of motions to the court.<sup>64</sup> Isenberg also admits that "he may be more thorough than other lawyers[.]"<sup>65</sup> and he spent time working on defenses that were stricken<sup>66</sup>—further supporting a reduction. As to costs, I further reduce the request by \$50 to exclude costs that counsel admits were in part an "extravagance."<sup>67</sup> After these deductions, I grant 4Internet \$93,577.95 in attorneys' fees and \$6,026.47 in costs.

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<sup>60</sup> ECF No. 122 at ¶¶ 23–24.

<sup>61</sup> ECF No. 122 at ¶ 22.

<sup>62</sup> Separate from the \$4,500 spent on the briefing underlying this motion, Isenberg's spreadsheet reflects attorneys' fees of \$99,475.50 and costs of \$6,076.47. ECF No. 121-1.

<sup>63</sup> ECF No. 125 at 20.

<sup>64</sup> *See, e.g.*, ECF No. 121-1 at 11 at line 195.

<sup>65</sup> ECF No. 121-3 at 9.

<sup>66</sup> *Id.*

<sup>67</sup> ECF No. 122 at ¶ 28.

1 **II. Miller must post an appeal bond of \$7,500.**

2 **A. An appeal bond is warranted.**

3 Faced with Miller's appeal of the order granting summary judgment in its favor, 4Internet  
4 moves under Federal Rule of Appellate Procedure 7 to compel Miller to file an appeal bond of  
5 \$100,000.<sup>68</sup> That rule allows district courts to "require an appellant to file a bond or provide  
6 other security in any form and amount necessary to ensure payment of costs on appeal."<sup>69</sup> The  
7 parties agree that I should consider the following three factors to determine whether an appeal  
8 bond is appropriate:<sup>70</sup> (1) Miller's "financial ability to post a bond" (2) "the risk that [Miller]  
9 would not pay the costs if [he] loses the appeal"; and (3) "an assessment of the likelihood that  
10 [Miller] will lose on appeal and thus be liable for costs."<sup>71</sup>

11 There is scant evidence on the first two factors. As to Miller's financial ability, Miller  
12 has worked as a freelance photographer for about 20 years and currently makes \$85,000 a year.<sup>72</sup>  
13 4Internet contends that Miller "has recovered substantial sums in other cases" and "has two  
14 causes of actions pending" but offers nothing to show how much Miller recovered or will  
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17 <sup>68</sup> ECF No. 135.

18 <sup>69</sup> Fed R. App. P. 7.

19 <sup>70</sup> ECF No. 135 at ¶ 6.

20 <sup>71</sup> *Figure Eight Holdings, LLC v. Dr. Jays, Inc.*, 534 F. App'x 670, 670 (9th Cir. 2013)  
(unpublished). Miller attempts to add a fourth factor—whether he "has shown bad faith or  
21 vexatious conduct—to the mix, relying on a district-court case that considered that factor.  
*Fleury v. Richemont N. Am., Inc.*, 2008 WL 4680033, at \*6 (N.D. Cal. Oct. 21, 2008). But that  
22 case predates *Figure Eight* and relies on out-of-circuit precedent because, at that time, "the Ninth  
23 Circuit ha[d] not provided more specific guidance." *Id.* Because the Ninth Circuit has since  
provided some guidance, albeit in the unpublished *Figure Eight* case, I do not consider this  
purported factor. Even if I did, it would not change the outcome here, as I grant 4Internet's  
request for an appeal bond.

<sup>72</sup> ECF No. 138 at 2.

1 recover in those other cases.<sup>73</sup> 4Internet also points out that Miller owns property, but 4Internet  
2 “has no idea . . . the value” of that property.<sup>74</sup> Though 4Internet suggests that it may be worth  
3 around \$700,000 based on sales of similar units 3–4 years ago,<sup>75</sup> this evidence offers limited  
4 guidance on the terms of the mortgage and Miller’s remaining debt. Nor does it speak to  
5 whether paying the mortgage in addition to securing a bond of \$100,000 would present a  
6 financial hardship. Miller contends that it would, but his only evidence for that contention is that  
7 he lives in the expensive city of New York.<sup>76</sup> So I cannot conclude that requiring Miller to post  
8 an appeal bond would “burden [his] right to appeal.”<sup>77</sup>

9 The evidence of whether Miller won’t pay up if he loses is relatively opaque. 4Internet  
10 does not argue that Miller will avoid paying even if he can and instead complains that collecting  
11 judgment “will involve registering a judgment in New York and taking steps to garnish his  
12 wages or potentially foreclose on his [property] at substantial additional cost.”<sup>78</sup> But, as  
13 4Internet admits, “[t]here is no way to really assess the difficult[y] of collecting costs[,]”<sup>79</sup> and  
14 the logistical steps that 4Internet might have to take have little bearing on whether “[Miller]  
15 would not pay the costs.”<sup>80</sup> Miller concedes that, though he would have difficulty posting  
16 \$100,000, he is able to pay the “low[-] to mid[-]thousands” that he imagines the appeal will  
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19 <sup>73</sup> ECF No. 135 at ¶ 7a.

20 <sup>74</sup> *Id.*

21 <sup>75</sup> *Id.* at n.2.

22 <sup>76</sup> ECF No. 138 at 3.

23 <sup>77</sup> *Azizian v. Federated Dep’t Stores, Inc.*, 499 F.3d 950, 958 (9th Cir. 2007).

<sup>78</sup> ECF No. 135 at ¶ 7b.

<sup>79</sup> *Id.*

<sup>80</sup> *Figure Eight*, 534 F. App’x at 670.

1 actually cost 4Internet.<sup>81</sup> Miller’s concession cuts both ways: Though it lowers the risk that he  
2 won’t satisfy a judgment if he loses, it also shows that he can afford a bond of more than a  
3 nominal amount.

4 As to the last factor, Miller essentially admits that his chances of success are limited.<sup>82</sup>  
5 To be sure, as Miller argues, courts in other jurisdictions may view the law differently from the  
6 Ninth Circuit, so his success is not inconceivable.<sup>83</sup> But, as I discuss in the summary-judgment  
7 order, his winning would require an en banc (or Supreme Court) reversal of current Ninth Circuit  
8 law—something that occurs rarely.<sup>84</sup> Based on the totality of these factors, Miller should be  
9 required to post an appeal bond.

10 **B. A survey of recent appeal bonds supports an amount of \$7,500.**

11 Costs under Rule 7 “include[] all expenses defined as ‘costs’ by an applicable fee-shifting  
12 statute, including attorneys’ fees,”<sup>85</sup> and the Copyright Act allows for attorney fee shifting, as  
13 discussed above. Even so, a district court is not required to include anticipated appellate  
14 attorneys’ fees in calculating the amount of an appeal bond.<sup>86</sup> Such fees, for example, “may be  
15 improper, notwithstanding an applicable fee-shifting provision, where other factors, such as  
16 financial hardship, indicate that the bond would unduly burden a party’s right to appeal.”<sup>87</sup>

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18 <sup>81</sup> ECF No. 138 at 4.

19 <sup>82</sup> *Id.*

20 <sup>83</sup> ECF No. 125 at 7.

21 <sup>84</sup> Miller argues that a reversal is not necessarily needed in the Ninth Circuit if it “determines that  
22 the ‘server test’ should be limited in scope.” ECF No. 138 at 5. But I have already concluded  
23 that reversal of current precedent is Miller’s only avenue for success and am not persuaded  
otherwise. ECF No. 117 at 6.

<sup>85</sup> *Azizian*, 499 F.3d at 958.

<sup>86</sup> *Id.* at 961.

<sup>87</sup> *Id.*

4Internet supports its \$100,000 request by pointing to what it spent at the district level and cites *Figure Eight* as an example of the Ninth Circuit upholding a district court's order setting a bond at \$50,000.<sup>88</sup> But fees and costs at the district level shed little light on appellate fees and costs; at the appellate level, the briefing will be streamlined, and there will be no discovery. And in *Figure Eight*, the party seeking the bond "submitted affidavits estimating [its] costs on appeal . . . based on attorneys' fees and costs to draft responsive papers, fees to local counsel, out[-]of[-]state and local travel expenses, and other costs."<sup>89</sup> Here, 4Internet provides no such evidence of its anticipated fees and costs on appeal. Also, a survey of recent cases in the Ninth Circuit suggests that 4Internet's requested amount is bloated: a bond of about \$1,000–\$7,500 is typical to cover just costs, and about \$7,000–\$22,000 is typical for bonds that include attorneys' fees.<sup>90</sup> So, based on that survey and without more precise evidence of 4Internet's expected costs, I find that an appeal bond of \$7,500 is appropriate.

### III. The court denies Higbee's motion for sanctions.

Higbee moves for sanctions against 4Internet counsel under 28 U.S.C. § 1927,<sup>91</sup> which provides that "[a]ny attorney or other person . . . who so multiplies the proceedings in any case unreasonably and vexatiously" may be required to pay attorneys' fees and other costs reasonably

<sup>88</sup> ECF No. 135 at ¶ 8.

<sup>89</sup> *Figure Eight Holdings, LLC v. Dr. Jay's, Inc.*, 2012 WL 12893450, at \*2 (C.D. Cal. June 18, 2012), *aff'd sub nom. Figure Eight Holdings*, 534 F. App'x 670.

<sup>90</sup> See, e.g., *James v. Uber Techs. Inc.*, 2022 WL 6468665, at \*6 (N.D. Cal. Oct. 10, 2022); *Broomfield v. Craft Brew All., Inc.*, 2020 WL 1972501, at \*4 (N.D. Cal. Apr. 13, 2020); *Quy Troung v. Garden Square Parking Ass'n*, 2019 WL 12381118, at \*3 (C.D. Cal. Sept. 9, 2019); *Myers v. Thompson*, 2019 WL 2647620, at \*2 (D. Mont. June 27, 2019); *Long v. Authentic Athletix LLC*, 2018 WL 6168531, at \*3 (N.D. Cal. Nov. 26, 2018); *Barrera v. Pharmavite LLC*, 2018 WL 1115224, at \*3 (C.D. Cal. Feb. 26, 2018); *Cody v. SoulCycle, Inc.*, 2017 WL 8811115, at \*2 (C.D. Cal. Dec. 7, 2017); *Forcellati v. Hyland's, Inc.*, 2018 WL 11374915, at \*4 (C.D. Cal. Feb. 5, 2018).

<sup>91</sup> ECF No. 123.



1 incurred as a result.<sup>92</sup> “Because th[is] section authorizes sanctions only for the multiplication of  
 2 proceedings, it applies only to unnecessary filings and tactics once a lawsuit has begun”; it does  
 3 not “appl[y] to initial pleadings.”<sup>93</sup> Sanctions under § 1927 “must be supported by a finding of  
 4 subjective bad faith,”<sup>94</sup> which “is present when an attorney knowingly or recklessly raises a  
 5 frivolous argument or argues a meritorious claim for the purpose of harassing an opponent.”<sup>95</sup>

6 **A. § 1927 permits sanctions for the counterclaims, but only as amended.**

7 Higbee argues that sanctions against 4Internet’s counsel are warranted because they  
 8 employed a “‘scorched earth’ litigation strategy” in response to “Miller’s straightforward  
 9 copyright claim” by filing frivolous counterclaims that “were devoted to irrelevant *ad hominem*  
 10 attacks against [Higbee] in a thinly veiled attempt to use the judicial process [to] harass and  
 11 embarrass [Higbee].”<sup>96</sup> 4Internet’s attorneys contend that the prohibition on § 1927 sanctions for  
 12 initial pleadings extends to initial counterclaims, relying on *Glasser v. Blixseth*—an unpublished  
 13 Ninth Circuit panel decision—for that proposition.<sup>97</sup> But they appear to concede that sanctions  
 14 are available based on 4Internet’s *amended* counterclaims.<sup>98</sup> Higbee counters that the filing of  
 15 the initial counterclaims can also be sanctioned under § 1927, relying on two other (also  
 16 unpublished) Ninth Circuit panel decisions.<sup>99</sup> But one of those cases involved a third-party

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 18 <sup>92</sup> 28 U.S.C. § 1927.

19 <sup>93</sup> *In re Keegan Mgmt. Co., Sec. Litig.*, 78 F.3d 431, 435 (9th Cir. 1996) (cleaned up).

20 <sup>94</sup> *New Alaska Dev. Corp. v. Guetschow*, 869 F.2d 1298, 1306 (9th Cir. 1989).

21 <sup>95</sup> *Estate of Blas Through Chargulaf v. Winkler*, 792 F.2d 858, 860 (9th Cir. 1989) (citations  
 omitted).

22 <sup>96</sup> ECF No. 132 at 11.

23 <sup>97</sup> 649 F. App’x at 507. *See* ECF No. 132 at 6.

<sup>98</sup> ECF No. 132 at 11.

<sup>99</sup> ECF No. 137 at 3.

1 complaint—not a counterclaim—and was relied on by the district court in *Glasser* in its decision  
 2 that was later reversed.<sup>100</sup> And the other case involved *amended* counterclaims and specifically  
 3 noted that “[s]anctions were not imposed upon [the defendant’s] original pleadings, but on the  
 4 claims asserted in the [amended filing].”<sup>101</sup>

5 At least in unpublished opinions, then, Ninth Circuit panels have treated differently  
 6 amended counterclaims (by subjecting them to § 1927 sanctions) from initial counterclaims (by  
 7 refusing to do so). That disparate treatment tracks how the Ninth Circuit has treated initial  
 8 versus amended complaints.<sup>102</sup> So I predict that, consistent with its practice as to complaints, the  
 9 Ninth Circuit would allow § 1927 sanctions for amended, but not initial, counterclaims.  
 10 Applying the same rule for complaints and counterclaims makes sense for another reason: If  
 11 initial counterclaims but not initial complaints could be sanctioned, defense counsel would  
 12 simply bring vexatious claims as a separate action to avoid sanctions. Such a result would be  
 13 hard to square with a rule designed to discourage the unreasonable multiplication of proceedings.  
 14 So I consider whether § 1927 sanctions are appropriate here based on the amended counterclaims  
 15 only.

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 19 <sup>100</sup> *Mirch v. Frank*, 266 F. App’x 586, 588 (9th Cir. 2008) (unpublished).

20 <sup>101</sup> *R. Prasad Indus. v. Douglas*, 673 F. App’x 676, 677 (9th Cir. 2016) (unpublished). I also find  
 21 the other cases that Internet counsel relies on unpersuasive. ECF No. 137 at 3. One is the  
 district-court case in *Glasser* that was reversed, and the others are Seventh Circuit and Northern  
 District of California decisions that predate the Ninth Circuit panels’ decisions discussed above.

22 <sup>102</sup> *Compare In re Keegan Mgmt. Co., Sec. Litig.*, 78 F.3d 431, 435 (9th Cir. 1996) (“The filing  
 23 of a complaint . . . may not be sanctioned pursuant to § 1927”) *with Wages v. I.R.S.*, 915 F.2d  
 1230, 1235 (9th Cir. 1990) (affirming § 1927 sanction because Wages “attempt[ed] to file an  
 amended complaint that did not materially differ from one [that] the district court had already  
 concluded did not state a claim”).

**B. Because the court quickly dismissed the amended counterclaims, those claims did not multiply the proceedings.**

Higbee contends that 4Internet’s countercomplaint included “knowingly frivolous” counterclaims with not “even . . . close” legal theories, “inconsistent and haphazard factual allegations,”<sup>103</sup> and “numerous *ad hominem* attacks” that had no “bearing on 4Internet’s theories of liability.”<sup>104</sup> As I made clear in the order dismissing them, the amended counterclaims contained some factual inconsistencies,<sup>105</sup> and dismissing them involved a relatively straightforward application of Ninth Circuit and Georgia law.<sup>106</sup> And, though 4Internet counsel points to some evidence to support a good-faith belief in bringing the counterclaims,<sup>107</sup> some of their conduct and statements may have stretched the bounds of zealous advocacy.<sup>108</sup> So whether 4Internet’s conduct constitutes bad faith is a close question.

Even so, § 1927 sanctions are unwarranted because the counterclaims as *amended* were quickly resolved. In *Braunstein v. Arizona Department of Transportation*, Braunstein sued various Arizona government entities and individuals for violating his civil rights under Arizona’s affirmative-action program for certain government contractors.<sup>109</sup> Eight months after Braunstein filed his amended complaint, the district court dismissed several of his claims as barred by sovereign immunity and later imposed § 1927 sanctions on Braunstein’s attorneys for

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<sup>103</sup> ECF No. 137 at 6.

<sup>104</sup> 683 F.3d 1177, 1181 (9th Cir. 2012).

<sup>105</sup> ECF No. 47 at 3.

<sup>106</sup> *See generally* ECF No. 47.

<sup>107</sup> ECF No. 132 at 8.

<sup>108</sup> ECF No. 123 at 12–13.

<sup>109</sup> *Braunstein v. Arizona Dep’t of Transp.*, 683 F.3d 1177, 1183 (9th Cir. 2012).

1 “unreasonably prolonging the proceedings” by bringing those claims.<sup>110</sup> The Ninth Circuit  
 2 reversed.<sup>111</sup> It reasoned that “the district court quickly and correctly dismissed th[ose] claims . . .  
 3 at the outset of the litigation so [they] did not vexatiously multiply the proceedings” and that  
 4 “Braunstein’s attorneys did not file repetitive motions or generate extraordinary volume of  
 5 paperwork.”<sup>112</sup>

6 Here, Higbee contends that 4Internet’s counsel “substantially multiplied these  
 7 proceedings” because “nearly two years passed between when Miller filed his original complaint  
 8 and when the [c]ounterclaims . . . were finally resolved” and because 4Internet “doubled down  
 9 on its original counterclaims that were dismissed without prejudice” and “added a third  
 10 [c]ounterclaim[.]”<sup>113</sup> But, as discussed above, I must consider whether sanctions are appropriate  
 11 in view of the counterclaims as amended, and I dismissed those counterclaims less than six  
 12 months after 4Internet submitted its amended filing—in less time than the district court did in  
 13 *Braunstein*.<sup>114</sup> And, like the court in that case, I do not find that the briefing was repetitive or  
 14 voluminous. So I deny Higbee’s motion for § 1927 sanctions.<sup>115</sup>

### 15 Conclusion

16 IT IS THEREFORE ORDERED that 4Internet’s motion for attorneys’ fees and non-  
 17 taxable costs [ECF No. 121] is **GRANTED in part**. I award 4Internet \$93,577.95 in attorneys’

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 19 <sup>110</sup> *Id.* at 1184; see ECF No. 13, ECF No. 24 in *Braunstein v. Arizona Dep’t of Transp.*, Case No. 2:06-cv-02726-JWS.

20 <sup>111</sup> *Braunstein*, 683 F.3d at 1190.

21 <sup>112</sup> *Id.* at 1189.

22 <sup>113</sup> ECF No. 123 at 8–9.

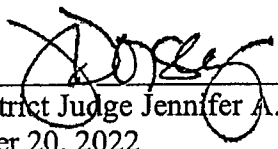
23 <sup>114</sup> ECF No. 40; ECF No. 47.

<sup>115</sup> I also deny Higbee’s motion as to the law firms for the independent reason that law firms cannot be sanctioned under § 1927. See *Kaass L. v. Wells Fargo Bank, N.A.*, 799 F.3d 1290, 1293 (9th Cir. 2015).

1 fees and \$6,026.47 in nontaxable costs. The Clerk of the Court is directed to **ENTER AN**  
2 **AMENDED JUDGMENT** accordingly.

3 IT IS FURTHER ORDERED that 4Internet's motion for an appeal bond [ECF No.  
4 135] is **GRANTED in part**. The court orders Miller to post a bond in the amount of \$7,500 if  
5 he wishes to continue pursuing his appeal.

6 IT IS FURTHER ORDERED that Higbee's motion for sanctions [ECF No. 123] is  
7 **DENIED**.

8  
9  
10   
11 U.S. District Judge Jennifer A. Dorsey  
12 December 20, 2022  
13  
14  
15  
16  
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18  
19  
20  
21  
22  
23

Robert Miller  
 301 West 118th Street  
 Apartment 5K  
 New York, NY 10026  
Robertmillerphotographer@gmail.com

May 7, 2023

United States District Court  
 District of Nevada  
 Hon. Jennifer A. Dorsey  
 333 Las Vegas Blvd South  
 Las Vegas, NV 89101

RE: Robert Miller v. 4Internet, LLC  
 Case No. 2:18-cv-02097-JAD-VCF

FILED	RECEIVED
ENTERED	SERVED ON
COUNSEL/PARTIES OF RECORD	
JUN - 1 2023	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: _____	DEPUTY _____

Your Honor:

I am writing pursuant to FRCP 60(b)(6) requesting that you reconsider the financial judgment imposed on me pursuant to the granting of the Defendant's motion for fees and costs and denying counter-defendant's motion for sanctions [Dkt. No. 140]. More specifically, in the interests of justice, I am requesting that the Court relieve me of financial responsibility for the resulting judgment and, for the reasons set forth below, impose that judgment on my attorney Matthew Higbee of Higbee and Associates. I am also requesting that Your Honor temporarily stay the enforcement of the resulting judgment during the pendency of your consideration of this application since there are a number of issues related to my attorney's representation of me in the judgment collection process that are also going on in New York.

At its heart, the reason I am making this application is that I was never properly informed about all of the associated risks that this case included by Mr. Higbee or his staff. For example, I was never told by Mr. Higbee that this case was contrary to the existing law for the 9th Circuit and that in bringing this lawsuit I would be exposing myself to the potential for reverse legal fees that I could not afford. I would never have allowed this case to be filed or continued to pursue this matter if I would have been given the correct information from my attorney. There is simply no rationale reason why, had I been properly informed, I would have authorized a case where my potential recovery was a tiny fraction of the potential risk of \$99,604.42 in awarded attorney fees. I do not personally have any interest in challenging existing law or changing the law in the 9th Circuit. This case was at all times driven by Mr. Higbee who never explained to me any of the details or risks. Because this was my lawyer's case and not mine, I believe that I should not be held personally responsible, but it should be an obligation of my lawyer. This is the course he steered and not one he informed me of.

SER 0221

I do not have this kind of money to risk and, if I would have been properly informed, this never would have happened. This case would not have been filed. This case would not have been pursued and litigated. And this case would not have resulted in such a large judgment I cannot afford.

I have been asking questions and I have been getting answers but every time I do some homework to learn some more I find the answers I was given are simply not true. For example,

I was told this was a clear case of an infringement which I understood to be a display of my photo on a website that is an online publication news site with advertisements around it on the same page. I have asked for a copy of this but have never been given it despite repeated requests. Now, after the case is over, I find out this case is based upon a link of my picture from the NY Post and not the clear infringement I was led to believe had occurred.

I never would have pursued this case in a district court that was subject to existing precedent that dictated I would lose the case in the district court. I have zero interest in being involved in a litigation seeking to change existing law since I cannot afford the stakes involved in that type of action and, personally, I do not have anywhere near enough of an interest in the outcome that I would want to be a plaintiff under those circumstances. I do not understand how Mr. Higbee was not aware of this law before filing the case in this district court and, if he was, at no time did he tell me of the risks of bringing this claim. Had he done so, which my understanding is required of an attorney, this case would not have been started and certainly would not have been litigated in the manner in which it was.

Additionally, I first learned that this case was being pursued as a result of being informed that I was being sued personally by the opposing party before the case started. I did learn eventually that this personal lawsuit against me was dismissed. However, I learned that a second attempt to personally sue me was pursued and also dismissed when I was told to attend a deposition for this lawsuit. At that time, I learned that this case had been filed and continued to be pursued. At that time, I said to Mr. Higbee that after an attempt to sue me personally twice I should have been told the lawsuit was still being pursued and was advised by Mr. Higbee that this case was important for the law firm to pursue and it was a solid case.

Since the judgment was entered against me, I have attempted to discover more of the details involved with this matter and to work with Mr. Higbee to resolve the outstanding judgment against me. Mr. Higbee told me that I have a very good chance of winning the appeal he filed. However, when I discussed this with other attorneys, I have been told that my appeal is poorly preserved since Mr. Higbee did not create a good record for appeal. I was also told that even if he had done the appropriate job in trying to change existing law, that the odds of that happening are very small making the risk and cost of trying to do so very high. Mr. Higbee had no basis for believing that I would want to be involved in anything that risky or difficult and never informed me of these risks; even after putting me in this situation. I feel that he has represented his own issues and not mine in this matter since had he put my interests first none of this would have ever happened.

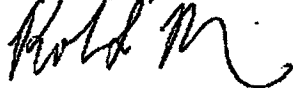
Mr. Higbee has agreed at various times to accept some responsibility for the judgment against me and at other times has encouraged me to sue him for malpractice. While I have been told I have a very good malpractice claim, I will need to pay new counsel to bring that claim and therefore I will still lose money I do not have attempting to go that route. The only route that will not leave me personally harmed by the actions of my attorney are for this Court to use its power to recognize that this case was improperly brought by my attorney without having informed me of the risks and then was litigated by that same attorney without any consideration of the harm he was doing to me personally. Under those circumstances, he should be the one hurt by his actions not me.

Your Honor, as a result of decisions made by an attorney who was supposed to be representing my interests and not his own, I now risk losing my apartment which was obtained through an affordable housing program sponsored in NYC for people based upon their income. This is an overbearing financial burden on myself as I near retirement age and after having open heart surgery two years ago. I work very hard and am a dedicated photojournalist. I earn everything for myself without having to ask anyone for help.

At this time however, I am asking you for your consideration in resolving this matter for me since I cannot sustain the financial loss associated with this matter. There is so much more than I have put in this letter, if you believe it would be helpful, I would welcome the opportunity to address these matters with the court directly.

Thank you for your consideration of this request.

Respectfully,



Robert Miller

cc:

Mathew K. Higbee  
Ryan L. Isenberg



284

ROBERT MILLER  
301 W. 118TH STREET, APT. K  
NEW YORK, NY 10026

LAS VEGAS NV 890  
30 MAY 2023 PM 3

US POSTAGE  
ZIP 89119 \$ 000.60  
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FIRST CLASS

XRAYED US MARSHALS SERVICE

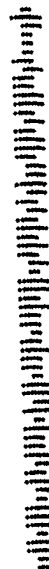
US District Court  
Honorable Jennifer Dorsey  
333 Las Vegas Blvd South  
Las Vegas, NV 89101

FILED  
ENTERED  
COUNSEL READING ROOM

JUN - 1 2023

CLERK US DISTRICT COURT  
JENNIFER DORSEY

BS101-706599



# Exhibit A

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Carl I. S. Mueller, Esq. - CSBN 294909  
**THE MALONEY FIRM, APC**  
2381 Rosecrans Avenue, Suite 405  
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E: [cmueller@maloneyfirm.com](mailto:cmueller@maloneyfirm.com)  
  
Attorneys for Plaintiffs MICHAEL GRECCO, and  
MICHAEL GRECCO PRODUCTIONS, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

**Assigned for All Purposes**  
**Judge Deborah Servino**

MICHAEL GRECCO, and  
MICHAEL GRECCO PRODUCTIONS, INC.  
Plaintiff,

v.

HIGBEE & ASSOCIATES; MATHEW  
HIGBEE, and DOES 1 through 10, inclusive,  
  
Defendants.

Case No.: 30-2021-01214524-CU-PN-CJC

**COMPLAINT FOR DAMAGES FOR:**

- 1) LEGAL MALPRACTICE;**
- 2) BREACH OF FIDUCIARY DUTIES; AND**
- 3) BREACH OF FIDUCIARY DUTIES**

For their Complaint for Damages, Plaintiffs MICHAEL GRECCO and MICHAEL GRECCO PRODUCTIONS, INC. (together “Grecco” or “PLAINTIFFS”) allege as follows:

1. Michael Grecco is a world-renowned and award-winning photographer. While he takes the photographs, he assigns all rights to photographs taken for commercial purposes, including the copyrights, to Michael Grecco Productions, Inc., which then sells licenses for those photographs. Michael Grecco primarily conducts his photography business through Michael Grecco Productions, Inc. Due to the quality, publicity, and fame of the subjects of Michael Grecco’s photographs, the works are often illegally used by third parties, without purchasing licensing rights from Grecco. As such, Grecco naturally sought legal representation to prosecute the frequent and numerous copyright infringers of his works.

2. Beginning in 2016, Defendants HIGBEE & ASSOCIATES and MATHEW HIGBEE

(together “Higbee” or “DEFENDANTS”) served as legal counsel for Grecco in relation to Grecco’s copyright infringement claims. Higbee also represented a multitude of other clients, and admitted to Grecco that, as Higbee handles over 500,000 individual cases at any given time, Higbee lacks the ability to effectively litigate all of those cases simultaneously. While Higbee did successfully litigate some cases on Grecco’s behalf, Higbee has negligently allowed the statute of limitations for several other Grecco cases to expire, resulting in damages to Grecco.

3. Further, Higbee went into business with Grecco, but failed to obtain the necessary informed consent from Grecco before doing so.

4. When Higbee and Grecco’s business relationship fell apart, Higbee allowed his professional services to fail, terminating several copyright violation cases on almost the exact same date that he and Grecco severed their business relationship. However, the damage was already done, as Grecco’s cases were barred by the statute of limitations.

5. Finally, Higbee represented Grecco pursuant to several contingency fee engagement agreements. However, each of these agreements is voidable, and is now void, under Cal. Business & Professions Code § 6147. As such, Higbee is now only entitled to a “reasonable” fee, rather than the contingency fee that Higbee was paid, and Grecco is now entitled to a refund of those paid contingency fees.

### **PARTIES AND JURISDICTION**

6. MICHAEL GRECCO is a resident of the County of Los Angeles, in the State of California. At all relevant times hereto, he was the President and Owner of MICHAEL GRECCO PRODUCTIONS, INC.

7. MICHAEL GRECCO PRODUCTIONS, INC. is and at all relevant times was a corporation organized and existing under the laws of the State of California, with its principal place of business in the County of Los Angeles, in the state of California.

8. MATHEW HIGBEE is and was at all relevant times a resident of the County of Orange, in the State of California. MATHEW HIGBEE is and was an attorney licensed to practice in the State of California, and was the principal of HIGBEE & ASSOCIATES.

9. HIGBEE & ASSOCIATES is a law firm of unknown form, with its principal place of business in the County of Orange, in the State of California. HIGBEE & ASSOCIATES' website holds out MATHEW HIGBEE as its "founding attorney."

10. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure § 410.10.

11. Venue is proper in the County of Orange under California Code of Civil Procedure § 395 because, upon information and belief, Defendants reside, transact business, or have offices in this county, and the acts and omissions alleged herein took place in this county.

12. All claims against Higbee have been tolled for 178 days pursuant to Emergency Rule 9 of the California State Judicial Council.

## **GENERAL STATEMENT OF FACTS**

### ***Higbee's Business Model***

13. As previously stated, Michael Grecco is a world famous and award-winning photographer, doing business through his entity, Michael Grecco Productions, Inc. Grecco approached Higbee to represent Grecco in its copyright violation claims relating to unlicensed uses of Grecco's photographs in or around 2016.

14. Higbee represents a high volume of clients in relation to copyright violation claims for improper and unlicensed use of copyrighted materials, mostly photographs improperly used online. As described on their own website, Higbee has "won the trust of more than 30,000 clients, including some of the biggest media companies in the world, such as The Associated Press and Agence France-Presse and several government entities (*sic*), including the Attorney General for the State of Ohio."

15. Further, Higbee's website describes its copyright violation practice as follows:

The Law Firm of Higbee & Associates will fight to protect your intellectual property. No client is too big or too small. We represent two of three largest news agencies in the world, some of the most prestigious photo agencies, as wells some of the most well known names in photography. But we also represent aspiring professionals, those who are about to break through and the up and coming stars—be they photographers, writers, producers, or musicians— we are



ready to serve.

Higbee & Associates has been listed by LexMachina as one of the most active litigators of copyright lawsuits for four consecutive years. But is not just about quantity. Higbee & Associates has won an astounding 91 percent of motions it has filed or opposed (excludes criminal law related motions in Texas). We have collected nearly \$40 million dollars for our clients on contingency cases.

16. Mathew Higbee once told Michael Grecco that Higbee maintains an active caseload of approximately 500,000 individual matters at any given time, but given the total number of attorneys and staff employed by Higbee, the firm simply cannot manage all of those cases and pursue them on a timely basis. A damning admission from a firm's principal. Higbee's website holds out Mathew Higbee as the "founding attorney" at Higbee & Associates.

### *Higbee's Contingency Fee Agreements*

17. Grecco approached Higbee to represent Grecco in its copyright violation claims relating to unlicensed uses of Grecco's photographs in or around 2016. On or around October 12, 2016, Higbee provided an agreement to Grecco to represent Grecco on a contingency fee basis. The first contingency fee agreement was presented only to Michael Grecco, the individual, and was for "copyright infringement claims," "through the pre-litigation process including negotiating a settlement of the claim" (the "First Contingency Agreement"). Importantly, the rates within the First Contingency Agreement were negotiated, and Grecco was given a discounted rate by Higbee.

18. The First Contingency Agreement specifically states that Higbee can only withdraw from its representation of Grecco "if no court action has been filed, on reasonable notice to client." Only Michael Grecco, in his individual capacity, signed the First Contingency Agreement on or around October 13, 2016, but no one on behalf of Michael Grecco Productions, Inc. executed the First Contingency Agreement. Further, no one from Higbee ever executed the First Contingency Agreement. The First Contingency Agreement is attached hereto as Exhibit A.

19. Higbee accepted multiple cases from Grecco under the First Contingency Agreement, and resolved many of them, resulting in collections and attorneys' fees as follows:

a. Cases successfully pursued: 12

b. Total dollars collected: \$339,315.05

c. Total attorneys' fees earned: \$122,501.24

20. Thereafter, in or around April of 2017, Grecco noticed that Higbee began charging higher contingency rates than what was reflected in the First Contingency Agreement. Higbee claimed that the First Contingency Agreement only applied to pre-litigation matters, and that a higher rate—not reflected in the First Contingency Agreement—was necessary for matters that had proceeded to the point where filing litigation was necessary. At that time, Higbee demanded that Grecco enter into a new contingency agreement that included litigation within the scope of services to be provided by Higbee. This new contingency fee agreement named both Michael Grecco **and** Michael Grecco Productions, Inc. as clients, and went into effect on or around April 23, 2017 (the "Second Contingency Agreement"). The Second Contingency Agreement is attached hereto as Exhibit B. The Second Contingency Agreement was never signed by Grecco or Higbee.

21. The Second Contingency Agreement included an expanded scope of services as follows: "Attorney will represent Client through the pre-litigation process including negotiating a settlement of the claim. Attorney will also represent Client through the litigation process, including filing of lawsuit, pre-trial litigation, and trial preparation. Service in any manner not described above will require a separate written agreement." Additionally, the Second Contingency Agreement charged a separate and higher contingency fee schedule.

22. Notably, the Second Contingency Agreement is silent as to its effect on the First Contingency Agreement. At no point did the Second Contingency Agreement state, nor did Grecco agree, that matters undertaken under the First Contingency Agreement would be governed by the new terms set out in the Second Contingency Agreement. However, after the ostensible effective date of the Second Contingency Agreement, Higbee unilaterally began applying the higher contingency fee schedule from the Second Contingency Agreement to all Grecco cases, regardless of whether those cases were sent to Higbee before or after the Second Contingency Agreement was put into effect.

23. Higbee accepted multiple cases from Grecco under the Second Contingency Agreement, and resolved many of them, resulting in collections and attorneys' fees as follows:

- d. Cases successfully pursued: 64
- e. Total dollars collected: \$592,549.32
- f. Total attorneys' fees earned: \$208,160.60

24. Finally, in or around August of 2019, Higbee approached Grecco with another new contingency fee agreement. Once again, this new contingency fee agreement expanded the scope of services and increased the contingency fee schedule, to Higbee's benefit. This new contingency fee agreement named Michael Grecco as an individual **and** Michael Grecco Productions, Inc., as Higbee's clients, and was dated September 11, 2019 (the "Third Contingency Agreement"). The Third Contingency Agreement is attached hereto as Exhibit C. However, Higbee never executed the Third Contingency Agreement.

25. The Third Contingency Agreement included an expanded scope of services, adding "reverse-image search services" in addition to pre-litigation negotiation and copyright litigation services. Additionally, the Third Contingency Agreement charged a separate and higher contingency fee schedule. Significantly, for the first time, the Third Contingency Agreement included language that Higbee could "elect not to pursue or cease pursuing a claim for any reason." As shown below, Higbee would use this in an attempt to re-write the record in relation to cases Higbee had already started to work on after negligently allowing the statute of limitations to expire.

26. Much like the Second Contingency Agreement, the Third Contingency Agreement is silent as to its effect on the First Contingency Agreement or the Second Contingency Agreement. At no point did the Third Contingency Agreement state or did Grecco agree that matters undertaken under the First Contingency Agreement or the Second Contingency Agreement would be governed by the new terms set out in the Third Contingency Agreement. However, after Grecco executed the Third Contingency Agreement, Higbee unilaterally began applying the higher contingency fee schedule from the Third Contingency Agreement to all Grecco cases, regardless of whether those cases were sent to Higbee before or after the Third Contingency Agreement was put into effect. Higbee accepted multiple cases from Grecco under the Third Contingency Agreement, and resolved two of them, resulting in collections and attorneys' fees as follows:

- a. Cases successfully pursued: 2



b. Total dollars collected: \$35,000

c. Total attorneys' fees earned: \$12,815.85

### *Higbee's Business Relationship With Grecco*

27. Importantly, in or around October of 2017, Michael Grecco went into business with Mathew Higbee, founding a company called Image Defender, LLC ("ID"). Grecco and Higbee were co-members of ID, and owed fiduciary duties to each other as a result of that relationship. The purpose of ID was to provide copyright infringement litigation services to third parties. At no point did Higbee provide Grecco with any sort of information, waiver, or consent pursuant to Cal. Rules of Professional Conduct 1.8.1 ("CRPC"), or the equivalent that was in effect at that time, CRPC 3-300.

28. Higbee advised Grecco in large measure as to the organization of ID. ID was a business that aided copyright holders in pursuing copyright infringers. Higbee had set up ID to refer most of the litigation needs of ID's clients to Higbee, which amounted to Higbee self-dealing. Further, Grecco later learned that Higbee had set up ID in violation of multiple parts of the California Rules of Professional Conduct and Business & Code, including that ID illegally referred well in excess of 20% of its litigation cases to Higbee and that Higbee was improperly sharing attorneys' fees with non-attorneys. All of this came to a head when Grecco confronted Higbee as to his illegal behavior. As a result, that business relationship fell apart, and ID was unwound, with an agreement to that effect being dated March 11, 2021.

29. As ID fell apart due to Higbee's malfeasance, the relationship between Higbee and Grecco, personal as well as professional, fell apart. As such, at or around the time that ID fell apart, Grecco became concerned that Higbee would allow the professional services provided to Grecco to falter. And indeed, at almost the exact same time that Higbee executed the agreement to unwind ID, Higbee decided to "decline" several of Grecco's cases, including those referenced below. As will be shown below, Higbee "declining" these cases is a misnomer, as Higbee uses the term in an attempt to re-write history, and distance himself from negligent legal services in relation thereto.

30. Grecco is informed and believes that due to the failing nature of Grecco and Higbee's business relationship arising out of ID, Higbee stopped providing adequate information to Grecco in

1 relation to the status and nature of Grecco's cases that Higbee was handling.

2  
3 ***Higbee's Negligent Representation of Grecco***

4 31. As an inevitable result of Higbee's business model of taking on more cases that the  
5 firm could handle and Higbee becoming upset with Grecco after being confronted with Higbee's  
6 unethical actions in relation to ID, Higbee allowed the statute of limitations on several of Grecco's  
7 copyright enforcement cases to expire, damaging Grecco in the loss of those claims.

8 32. By way of background, Higbee generally requires all of his clients to grant a "Power  
9 of Attorney" ("POA") to Higbee. This POA grants Higbee full settlement authority over that  
10 particular client's cases, such that Higbee can negotiate, manage, and settle all of a given client's  
11 claims—within parameters given by the client, such as a minimum acceptable settlement value—  
12 without needing to repeatedly check in with that client.

13 33. In addition, Higbee maintains an online portal for the management of cases it is  
14 handling on behalf of its clients. Clients share relevant documents with Higbee (e.g., screen shots of  
15 websites using copyright protected images, copyright registrations demonstrating a client's rights to  
16 the photograph, and any other documents Higbee may need to litigate the case), and Higbee then  
17 uploads the documents to the online portal, which tracks the progress of any given case. Higbee's  
18 clients have access to this online portal.

19 34. In combination, Higbee's online portals and POAs allow clients to employ a "set it  
20 and forget it" approach to copyright infringement litigation. In other words, clients will upload  
21 necessary documents and information to Higbee's portal such that Higbee can initiate collection  
22 efforts, and then the client will be reliant on Higbee for information and updates as to the outcome  
23 and status of those cases. In many instances, a client may not hear of a case after assigning it to  
24 Higbee again until it resolves, one way or another, or Higbee rejects the file altogether, which the  
25 client is informed of via email.

26 35. This foregoing description generally reflects Grecco's relationship with Higbee.  
27 Grecco granted POAs to Higbee in combination with each of the contingency fee agreements, and  
28 Grecco employed the "set it and forget it" mindset as to these copyright infringement cases, relying

on Higbee to provide updates as to these cases.

36. Further, in many cases it is difficult for a copyright holder, such as Grecco, or their attorneys, such as Higbee, to identify the owner of a website infringing on a copyright. In order to identify that owner, and potential defendant of a copyright infringement action, an attorney, such as Higbee, would issue a subpoena to the internet domain identifying service “whois.com” (a “WhoIs Subpoena”), to ascertain the identity and contact information for the infringer for a particular action.

37. Higbee’s negligent representation of Grecco such that specific cases were allowed to expire, includes the following, but is not limited to, the following cases:

*Today in Pop*

38. Higbee negligently represented Grecco in relation to a file referred to as “Today in Pop,” Higbee’s internal case number 501422, by allowing the statute of limitations to expire.

39. The website [www.todayinpop.com](http://www.todayinpop.com) was found on or around February 10, 2017 to be infringing on Grecco’s copyright in several uses of one photograph of the celebrity Cher. The deadline to timely file a claim was, therefore, on or around February 20, 2020.

40. In or about February 2017, Grecco referred the case to Higbee for prosecution. During 2017, Higbee communicated to Grecco that Higbee would pursue a WhoIs Subpoena to identify the infringer and target of the infringement action. However, Higbee negligently failed to do so.

41. In or around October of 2020, Grecco had a series of communications with Higbee, asking for updates as to the Today in Pop case, as well as several others.

42. Higbee did not directly respond to Grecco’s requests for information. Grecco is informed and believes that this failure to provide adequate information was a result of the souring of the relationship between Higbee and Grecco relating to the ID business. Grecco is informed and believes that Higbee was intentionally failing to communicate with Grecco as a result of that souring relationship.

43. Grecco determined in or around early 2021 Higbee had failed to adequately pursue the case and allowed the statute of limitations to expire. Higbee never advised Grecco as to any

1 issues with the statute of limitations. Rather, Higbee allowed the case to remain as pending, and  
2 simply withheld any updates relating thereto for months. Eventually, Higbee changed the status of  
3 the Today in Pop file in its online portal to “Declined (Not Enough Info),” attempting to end his  
4 representation of Grecco as to the Today in Pop file, on March 10, 2021. However, as shown,  
5 Higbee had been considering the case and working on the case when Higbee negligently allowed the  
6 statute of limitations to expire, and attempting to “decline” the case is a shallow attempt to rewrite  
7 the history.

8  
9 *Alchetron*

10 44. Higbee negligently represented Grecco in relation to a file referred to as “Alchetron,”  
11 Higbee’s internal case number 503123, by allowing the statute of limitations to expire.

12 45. The website [alchetron.com](https://alchetron.com) was found on or around November 14, 2016 to be  
13 infringing on Grecco’s copyright in a photograph. The deadline to timely file a claim was, therefore,  
14 on or around November 14, 2019.

15 46. In or around April of 2017, Grecco referred the case to Higbee for prosecution.  
16 During 2017, Higbee communicated to Grecco that Higbee would pursue a WhoIs Subpoena to  
17 identify the infringer and target of the infringement action. However, Higbee negligently failed to do  
18 so.

19 47. In or around October of 2020, Grecco had a series of communications with Higbee,  
20 asking for updates as to the Alchetron case.

21 48. Higbee did not directly respond to Grecco’s requests for information. Grecco is  
22 informed and believes that this failure to provide adequate information was a result of the souring of  
23 the relationship between Higbee and Grecco relating to the ID business. Grecco is informed and  
24 believes that Higbee was intentionally failing to communicate with Grecco as a result of that souring  
25 relationship.

26 49. Grecco determined in or around early 2021 Higbee had failed to adequately pursue  
27 the case and allowed the statute of limitations to expire. Higbee never advised Grecco as to any  
28 issues with the statute of limitations. Rather, Higbee allowed the case to remain as pending, and

1 simply withheld any updates relating thereto for months. Eventually, Higbee changed the status of  
2 the Alchetron file in its online portal to “Declined (Not Enough Info),” attempting to end his  
3 representation of Grecco as to the Alchetron file, on March 10, 2021. However, as shown, Higbee  
4 had been considering the case and working on the case when Higbee negligently allowed the statute  
5 of limitations to expire, and attempting to “decline” the case is a shallow attempt to rewrite the  
6 history of the case.

7  
8 *Yelp Inc.*

9 50. Higbee negligently represented Grecco in relation to a file referred to as “Yelp Inc.,”  
10 Higbee’s internal case number 504799, by allowing the statute of limitations to expire.

11 51. The yelp.com website was found in or by August of 2017 to be infringing on  
12 Grecco’s copyright in several photographs. The deadline to timely file a claim was, therefore, in or  
13 around August of 2020.

14 52. In or around August of 2017, Grecco referred the case to Higbee for prosecution.  
15 During 2017, Higbee communicated to Grecco that Higbee would pursue a WhoIs Subpoena to  
16 identify the infringer and target of the infringement action. However, Higbee negligently failed to do  
17 so.

18 53. In or October of 2020, Grecco had a series of communications with Higbee, asking  
19 for updates as to several cases, including Yelp Inc.

20 54. Higbee did not directly respond to Grecco’s requests for information regarding the  
21 Yelp Inc. case. Grecco is informed and believes that this failure to provide adequate information was  
22 a result of the souring of the relationship between Higbee and Grecco relating to the ID business.  
23 Grecco is informed and believes that Higbee was intentionally failing to communicate with Grecco  
24 as a result of that souring relationship.

25 55. Grecco determined in or around early 2021 that Higbee had failed to adequately  
26 pursue the case and allowed the statute of limitations to expire. Higbee never advised Grecco as to  
27 any issues with the statute of limitations. Rather, Higbee allowed the case to remain as pending, and  
28 simply withheld any updates relating thereto for months. Eventually, Higbee changed the status of

the Yelp Inc. file in its online portal to “Declined (Out of Jurisdiction),” attempting to end his representation of Grecco as to the Yelp Inc. file, on March 10, 2021. However, as shown, Higbee had been considering the case and working on the case when Higbee negligently allowed the statute of limitations to expire, and attempting to “decline” the case is a shallow attempt to rewrite the history of the case.

### *Marketplace Pulse*

56. Higbee negligently represented Grecco in relation to a file referred to as “Marketplace Pulse,” Higbee’s internal case number 504442, by allowing the statute of limitations to expire.

57. The marketplacepulse.com website was found in or by July of 2017 to be infringing on Grecco’s copyright in one photograph. The deadline to timely file a claim was, therefore, in or around July of 2020.

58. In or around July of 2017, Grecco referred the case to Higbee for prosecution. During 2017, Higbee communicated to Grecco that Higbee would pursue a WhoIs Subpoena to identify the infringer and target of the infringement action. However, Higbee negligently failed to do so.

59. In or around October of 2020, Grecco had a series of communications with Higbee, asking for updates as to the Marketplace Pulse case, as well as several others.

60. Higbee did not directly respond to Grecco’s requests for information regarding the Marketplace Pulse case. Grecco is informed and believes that this failure to provide adequate information was a result of the souring of the relationship between Higbee and Grecco relating to the ID business. Grecco is informed and believes that Higbee was intentionally failing to communicate with Grecco as a result of that souring relationship.

61. Grecco determined in or around early 2021 that Higbee had failed to adequately pursue the case and allowed the statute of limitations to expire. Higbee never advised Grecco as to any issues with the statute of limitations. Rather, Higbee allowed the case to remain as pending, and simply withheld any updates relating thereto for months. Eventually, Higbee changed the status of the Marketplace Pulse file in its online portal to “Declined (Not Enough Info),” attempting to end his representation of Grecco as to the Marketplace Pulse file, on March 10, 2021. However, as shown,

1 Higbee had been considering the case and working on the case when Higbee negligently allowed the  
2 statute of limitations to expire, and attempting to “decline” the case is a shallow attempt to rewrite  
3 the history of the case.

4  
5 *Music Times, LLC*

6 62. Higbee negligently represented Grecco in relation to a file referred to as “Music  
7 Times, LLC,” Higbee’s internal case number 506170, by allowing the statute of limitations to expire.

8 63. The musictimes.com website was found on or by October 12, 2017 to be infringing  
9 on Grecco’s copyright in several uses of one photograph. The deadline to timely file a claim was,  
10 therefore, on or around October 12, 2020.

11 64. In or around 2017, Grecco referred the case to Higbee for prosecution. During 2017  
12 and 2018, Grecco’s staff specifically reminded Higbee’s staff to pursue this case, and indeed, to  
13 pursue it on an expedited basis. However, Higbee negligently failed to do so.

14 65. In or around October of 2020, Grecco had a series of communications with Higbee,  
15 asking for updates as to the Music Times, LLC case, as well as several others.

16 66. Higbee did not directly respond to Grecco’s requests for information regarding the  
17 Music Times, LLC case. Grecco is informed and believes that this failure to provide adequate  
18 information was a result of the souring of the relationship between Higbee and Grecco relating to the  
19 ID business. Grecco is informed and believes that Higbee was intentionally failing to communicate  
20 with Grecco as a result of that souring relationship.

21 67. Grecco determined in or around early 2021 that Higbee had failed to adequately  
22 pursue the case and allowed the statute of limitations to expire. Higbee never advised Grecco as to  
23 any issues with the statute of limitations. Rather, Higbee allowed the case to remain as pending, and  
24 simply withheld any updates relating thereto for months. Eventually, Higbee changed the status of  
25 the Music Times, LLC file in its online portal to “Declined,” attempting to end his representation of  
26 Grecco as to the Music Times, LLC file, on March 10, 2021. However, as shown, Higbee had been  
27 considering the case and working on the case when Higbee negligently allowed the statute of  
28 limitations to expire, and attempting to “decline” the case is a shallow attempt to rewrite the history



1 of the case.

3 *Piximus*

4 68. Higbee negligently represented Grecco in relation to a file referred to as “Piximus,”  
5 Higbee’s internal case number 503120, by allowing the statute of limitations to expire.

6 69. The piximus.net website was found on or around October 6, 2016 to be infringing on  
7 Grecco’s copyright in one photograph. The deadline to timely file a claim was, therefore, on or  
8 around October 6, 2019.

9 70. In or around January of 2017, Grecco referred the case to Higbee for prosecution.  
10 During 2017, Higbee communicated to Grecco that Higbee would pursue a WhoIs Subpoena to  
11 identify the infringer and target of the infringement action. However, Higbee negligently failed to do  
12 so.

13 71. In or around October 2020, Grecco had a series of communications with Higbee,  
14 asking for updates as to the Piximus case, as well as several others.

15 72. Higbee did not directly respond to Grecco’s requests for information as to Piximus.  
16 Grecco is informed and believes that this failure to provide adequate information was a result of the  
17 souring of the relationship between Higbee and Grecco relating to the ID business. Grecco is  
18 informed and believes that Higbee was intentionally failing to communicate with Grecco as a result  
19 of that souring relationship.

20 73. Grecco determined in or around early 2021 that Higbee had failed to adequately  
21 pursue the case and allowed the statute of limitations to expire. Higbee never advised Grecco as to  
22 any issues with the statute of limitations. Rather, Higbee allowed the case to remain as pending, and  
23 simply withheld any updates relating thereto for months. Eventually, Higbee changed the status of  
24 the Piximus file in its online portal to “Declined (Not Enough Info),” attempting to end his  
25 representation of Grecco as to the Piximus file, on March 10, 2021. However, as shown, Higbee had  
26 been considering the case and working on the case when Higbee negligently allowed the statute of  
27 limitations to expire, and attempting to “decline” the case is a shallow attempt to rewrite the history  
28 of the case.



*Planetwide Productions*

74. Higbee negligently represented Grecco in relation to a file referred to as “Planetwide Productions,” Higbee’s internal case number 504415, by allowing the statute of limitations to expire.

75. The idratherbeskateboarding.com website was found in or by July of 2017 to be infringing on Grecco’s copyright in one photograph. The deadline to timely file a claim was, therefore, in or around July of 2020.

76. In or around July of 2017, Grecco referred the case to Higbee for prosecution. During 2017, Higbee sent an initial demand letter to the infringer in the Planetwide Productions case. However, Higbee negligently failed take any actions thereafter.

77. In or around October 2020, Grecco had a series of communications with Higbee, asking for updates as to many of Grecco’s cases, including Planetwide Productions.

78. Higbee did not directly respond to Grecco’s requests for information as to the Planetwide Productions file. Grecco is informed and believes that this failure to provide adequate information was a result of the souring of the relationship between Higbee and Grecco relating to the ID business. Grecco is informed and believes that Higbee was intentionally failing to communicate with Grecco as a result of that souring relationship.

79. Grecco determined in or around early 2021 that Higbee had failed to adequately pursue the case and allowed the statute of limitations to expire. Rather, Higbee allowed the case to remain as pending, and simply withheld any updates relating thereto for months. Eventually, Higbee changed the status of the Planetwide Productions file in its online portal to “Declined,” attempting to end his representation of Grecco as to the Planetwide Productions file, on March 10, 2021. However, as shown, Higbee had been considering the case and working on the case when Higbee negligently allowed the statute of limitations to expire, and attempting to “decline” the case is a shallow attempt to rewrite the history of the case.

*Psycho Drive In*

80. Higbee negligently represented Grecco in relation to a file referred to as “Psycho Drive In,” Higbee’s internal case number 504493, by allowing the statute of limitations to expire.

81. The psychodrivein.com website was found in or by July of 2017 to be infringing on Grecco's copyright in one photograph. The deadline to timely file a claim was, therefore, in or around July of 2020.

82. In or around July of 2017, Grecco referred the case to Higbee for prosecution. During 2017, Higbee sent an initial demand letter to the alleged infringer in the Psycho Drive In case. However, Higbee negligently failed to take any actions thereafter, despite identifying the need to obtain a WhoIs subpoena after the alleged infringer Higbee had contacted was determined not to be affiliated with Psycho Drive In.

83. In or around October of 2020, Grecco had a series of communications with Higbee, asking for updates as to many of Grecco's cases, including Psycho Drive In.

84. Higbee did not directly respond to Grecco's requests for information regarding the Psycho Drive In case. Grecco is informed and believes that this failure to provide adequate information was a result of the souring of the relationship between Higbee and Grecco relating to the ID business. Grecco is informed and believes that Higbee was intentionally failing to communicate with Grecco as a result of that souring relationship.

85. Grecco determined in or around early 2021 that Higbee had failed to adequately pursue the case and allowed the statute of limitations to expire. Higbee never advised Grecco as to any issues with the statute of limitations. Rather, Higbee allowed the case to remain as pending, and simply withheld any updates relating thereto for months. Eventually, Higbee changed the status of the Psycho Drive In file in its online portal to "Declined (Not Enough Info)," attempting to end his representation of Grecco as to the Psycho Drive In file, on March 10, 2021. However, as shown, Higbee had been considering the case and working on the case when Higbee negligently allowed the statute of limitations to expire, and attempting to "decline" the case is a shallow attempt to rewrite the history of the case.

#### *QUOTEADDICTS*

86. Higbee negligently represented Grecco in relation to a file referred to as "QUOTEADDICTS," Higbee's internal case number 504796, by allowing the statute of limitations

1 to expire.

2 87. The quoteaddicts.com website was found in or by August of 2017 to be infringing on  
3 Grecco's copyright in one photograph. The deadline to timely file a claim was, therefore, in or  
4 around August of 2020.

5 88. In or around August of 2017, Grecco referred the case to Higbee for prosecution.  
6 During 2017, Higbee communicated to Grecco that Higbee would pursue a WhoIs Subpoena to  
7 identify the infringer and target of the infringement action. However, Higbee negligently failed to do  
8 so.

9 89. In or around October of 2020, Grecco had a series of communications with Higbee,  
10 asking for updates as to several of Grecco's cases, including QUOTEADDICTS.

11 90. Higbee did not directly respond to Grecco's requests for information regarding the  
12 QUOTEADDICTS case. Grecco is informed and believes that this failure to provide adequate  
13 information was a result of the souring of the relationship between Higbee and Grecco relating to the  
14 ID business. Grecco is informed and believes that Higbee was intentionally failing to communicate  
15 with Grecco as a result of that souring relationship.

16 91. Grecco determined in or around early 2021 that Higbee had failed to adequately  
17 pursue the case and allowed the statute of limitations to expire. Higbee never advised Grecco as to  
18 any issues with the statute of limitations. Rather, Higbee allowed the case to remain as pending, and  
19 simply withheld any updates relating thereto for months. Eventually, Higbee changed the status of  
20 the QUOTEADDICTS file in its online portal to "Declined (Not Enough Info)," attempting to end  
21 his representation of Grecco as to the QUOTEADDICTS file, on March 10, 2021. However, as  
22 shown, Higbee had been considering the case and working on the case when Higbee negligently  
23 allowed the statute of limitations to expire, and attempting to "decline" the case is a shallow attempt  
24 to rewrite the history of the case.

25  
26 *Read Seat Ventures, LLC*

27 92. Higbee negligently represented Grecco in relation to a file referred to as "Red Seat  
28 Ventures, LLC," Higbee's internal case number 504335, by allowing the statute of limitations to

1 expire.

2 93. The blumhouse.com website was found in or by July of 2017 to be infringing on  
3 Grecco's copyright in a photograph. The deadline to timely file a claim was, therefore, in or around  
4 July of 2020.

5 94. In or around July of 2017, Grecco referred the case to Higbee for prosecution. During  
6 2017, Higbee had several settlement negotiation communications with the infringer in the Red Seat  
7 Ventures, LLC case. However, Higbee negligently failed take any actions thereafter.

8 95. In or around October of 2020, Grecco had a series of communications with Higbee,  
9 asking for updates as to the several of Grecco's cases, including Red Seat Ventures, LLC.

10 96. Higbee did not directly respond to Grecco's requests for information regarding Red  
11 Seat Ventures, LLC. Grecco is informed and believes that this failure to provide adequate  
12 information was a result of the souring of the relationship between Higbee and Grecco relating to the  
13 ID business. Grecco is informed and believes that Higbee was intentionally failing to communicate  
14 with Grecco as a result of that souring relationship.

15 97. Grecco determined in or around early 2021 that Higbee had failed to adequately  
16 pursue the case and allowed the statute of limitations to expire. Higbee never advised Grecco as to  
17 any issues with the statute of limitations. Rather, Higbee allowed the case to remain as pending, and  
18 simply withheld any updates relating thereto for months. Eventually, Higbee changed the status of  
19 the Red Seat Ventures, LLC file in its online portal to "Declined," attempting to end his  
20 representation of Grecco as to the Red Seat Ventures, LLC file, on March 10, 2021. However, as  
21 shown, Higbee had been considering the case and working on the case when Higbee negligently  
22 allowed the statute of limitations to expire, and attempting to "decline" the case is a shallow attempt  
23 to rewrite the history of the case.

24  
25 *Smartasses Magazine*

26 98. Higbee negligently represented Grecco in relation to a file referred to as "Smartasses  
27 Magazine," Higbee's internal case number 504778, by allowing the statute of limitations to expire.

28 99. The smartasses100sexiest.com website was found in or by August of 2017 to be

1 infringing on Grecco's copyright in one photograph. The deadline to timely file a claim was,  
 2 therefore, in or around August of 2020.

3 100. In or around August of 2017, Grecco referred the case to Higbee for prosecution.  
 4 During 2017, Higbee communicated to Grecco that Higbee would pursue a WhoIs Subpoena to  
 5 identify the infringer and target of the infringement action. However, Higbee negligently failed to do  
 6 so.

7 101. In or around October of 2020, Grecco had a series of communications with Higbee,  
 8 asking for updates as to many of Grecco's cases, including Smartasses Magazine.

9 102. Higbee did not directly respond to Grecco's requests for information regarding  
 10 Smartasses Magazine. Grecco is informed and believes that this failure to provide adequate  
 11 information was a result of the souring of the relationship between Higbee and Grecco relating to the  
 12 ID business. Grecco is informed and believes that Higbee was intentionally failing to communicate  
 13 with Grecco as a result of that souring relationship.

14 103. Grecco determined in or around early 2021 that Higbee had failed to adequately  
 15 pursue the case and allowed the statute of limitations to expire. Higbee never advised Grecco as to  
 16 any issues with the statute of limitations. Rather, Higbee allowed the case to remain as pending, and  
 17 simply withheld any updates relating thereto for months. Eventually, Higbee changed the status of  
 18 the Smartasses Magazine file in its online portal to "Declined (Not Enough Info)," attempting to end  
 19 his representation of Grecco as to the Smartasses Magazine file, on March 10, 2021. However, as  
 20 shown, Higbee had been considering the case and working on the case when Higbee negligently  
 21 allowed the statute of limitations to expire, and attempting to "decline" the case is a shallow attempt  
 22 to rewrite the history of the case.

23  
 24 *TheBizSense*

25 104. Higbee negligently represented Grecco in relation to a file referred to as  
 26 "TheBizSense," Higbee's internal case number 503122, by allowing the statute of limitations to  
 27 expire.

28 105. The bizsense.com website was found in or by April of 2017 to be infringing on

1 Grecco's copyright in one photograph. The deadline to timely file a claim was, therefore, in or  
2 around April of 2020.

3 106. In or around April of 2017, Grecco referred the case to Higbee for prosecution.  
4 During 2017, Higbee communicated to Grecco that Higbee would pursue a WhoIs Subpoena to  
5 identify the infringer and target of the infringement action. However, Higbee negligently failed to do  
6 so.

7 107. In or around October of 2020, Grecco had a series of communications with Higbee,  
8 asking for updates as to several of Grecco's cases, including TheBizSense.

9 108. Higbee did not directly respond to Grecco's requests for information regarding  
10 TheBizSense. Grecco is informed and believes that this failure to provide adequate information was  
11 a result of the souring of the relationship between Higbee and Grecco relating to the ID business.  
12 Grecco is informed and believes that Higbee was intentionally failing to communicate with Grecco  
13 as a result of that souring relationship.

14 109. Grecco determined in or around early 2021 that Higbee had failed to adequately  
15 pursue the case and allowed the statute of limitations to expire. Higbee never advised Grecco as to  
16 any issues with the statute of limitations. Rather, Higbee allowed the case to remain as pending, and  
17 simply withheld any updates relating thereto for months. Eventually, Higbee changed the status of  
18 the TheBizSense file in its online portal to "Declined (Not Enough Info)," attempting to end his  
19 representation of Grecco as to the TheBizSense file, on March 10, 2021. However, as shown, Higbee  
20 had been considering the case and working on the case when Higbee negligently allowed the statute  
21 of limitations to expire, and attempting to "decline" the case is a shallow attempt to rewrite the  
22 history of the case.

#### 23 24 *Trendy News*

25 110. Higbee negligently represented Grecco in relation to a file referred to as "Trendy  
26 News," Higbee's internal case number 503118, by allowing the statute of limitations to expire.

27 111. The trendynews.com website was found in or by November of 2016 to be infringing  
28 on Grecco's copyright in one photograph. The deadline to timely file a claim was, therefore, in or

1 around November of 2019.

2 112. In or around April of 2017, Grecco referred the case to Higbee for prosecution.  
3 During 2017, Higbee communicated to Grecco that Higbee would pursue a WhoIs Subpoena to  
4 identify the infringer and target of the infringement action. However, Higbee negligently failed to do  
5 so.

6 113. In or around October of 2020, Grecco had a series of communications with Higbee,  
7 asking for updates as to several of Grecco's cases, including Trendy News.

8 114. Higbee did not directly respond to Grecco's requests for information regarding  
9 Trendy News. Grecco is informed and believes that this failure to provide adequate information was  
10 a result of the souring of the relationship between Higbee and Grecco relating to the ID business.  
11 Grecco is informed and believes that Higbee was intentionally failing to communicate with Grecco  
12 as a result of that souring relationship.

13 115. Grecco determined in or around early 2021 that Higbee had failed to adequately  
14 pursue the case and allowed the statute of limitations to expire. Higbee never advised Grecco as to  
15 any issues with the statute of limitations. Rather, Higbee allowed the case to remain as pending, and  
16 simply withheld any updates relating thereto for months. Eventually, Higbee changed the status of  
17 the Trendy News file in its online portal to "Declined (Not Enough Info)," attempting to end his  
18 representation of Grecco as to the Trendy News file, on March 10, 2021. However, as shown,  
19 Higbee had been considering the case and working on the case when Higbee negligently allowed the  
20 statute of limitations to expire, and attempting to "decline" the case is a shallow attempt to rewrite  
21 the history of the case.

22  
23 *TUB GIT*

24 116. Higbee negligently represented Grecco in relation to a file referred to as "TUB GIT,"  
25 Higbee's internal case number 503114, by allowing the statute of limitations to expire.

26 117. The tub.tubgit.com website was found in or by October of 2016 to be infringing on  
27 Grecco's copyright in several uses of one photograph. The deadline to timely file a claim was,  
28 therefore, in or around October of 2019.



118. In or around April of 2017, Grecco referred the case to Higbee for prosecution. During 2017, Higbee communicated to Grecco that Higbee would pursue a WhoIs Subpoena to identify the infringer and target of the infringement action. However, Higbee negligently failed to do so.

119. In or around October of 2020, Grecco had a series of communications with Higbee, asking for updates as to Grecco's cases.

120. Higbee did not directly respond to Grecco's requests for information regarding the TUB GIT case. Grecco is informed and believes that this failure to provide adequate information was a result of the souring of the relationship between Higbee and Grecco relating to the ID business. Grecco is informed and believes that Higbee was intentionally failing to communicate with Grecco as a result of that souring relationship.

121. Grecco determined in or around early 2021 that Higbee had failed to adequately pursue the case and allowed the statute of limitations to expire. Higbee never advised Grecco as to any issues with the statute of limitations. Rather, Higbee allowed the case to remain as pending, and simply withheld any updates relating thereto for months. Eventually, Higbee changed the status of the TUB GIT file in its online portal to "Declined (Not Enough Info)," attempting to end his representation of Grecco as to the TUB GIT file, on March 10, 2021. However, as shown, Higbee had been considering the case and working on the case when Higbee negligently allowed the statute of limitations to expire, and attempting to "decline" the case is a shallow attempt to rewrite the history of the case.

### *Valve Corporation*

122. Higbee negligently represented Grecco in relation to a file referred to as "Valve Corporation," Higbee's internal case number 504557, by allowing the statute of limitations to expire.

123. The tradingcarddb.com website was found in or by July of 2017 to be infringing on Grecco's copyright in one photograph. The deadline to timely file a claim was, therefore, in or around July of 2020.

124. In or around July of 2017, Grecco referred the case to Higbee for prosecution. During



2017, Higbee communicated to Grecco that Higbee needed the copyright registration certificate. Grecco provided that certificate to Higbee. However, Higbee negligently failed to pursue the case further after that point.

125. In or around October of 2020, Grecco had a series of communications with Higbee, asking for updates as to Grecco's cases, including Valve Corporation.

126. Higbee did not directly respond to Grecco's requests for information regarding Valve Corporation. Grecco is informed and believes that this failure to provide adequate information was a result of the souring of the relationship between Higbee and Grecco relating to the ID business. Grecco is informed and believes that Higbee was intentionally failing to communicate with Grecco as a result of that souring relationship.

127. Grecco determined in or around early 2021 that Higbee had failed to adequately pursue the case and allowed the statute of limitations to expire. Higbee never advised Grecco as to any issues with the statute of limitations. Rather, Higbee allowed the case to remain as pending, and simply withheld any updates relating thereto for months. Eventually, Higbee changed the status of the Valve Corporation file in its online portal to "Declined," attempting to end his representation of Grecco as to the Valve Corporation file, on March 10, 2021. However, as shown, Higbee had been considering the case and working on the case when Higbee negligently allowed the statute of limitations to expire, and attempting to "decline" the case is a shallow attempt to rewrite the history of the case.

#### *VFiles*

128. Higbee negligently represented Grecco in relation to a file referred to as "VFiles," Higbee's internal case number 500824, by allowing the statute of limitations to expire.

129. The vfiles.com website was found in or by November of 2016 to be infringing on Grecco's copyright in several photographs. The deadline to timely file a claim was, therefore, in or around November of 2019.

130. In or around October of 2017, Grecco referred the case to Higbee for prosecution. Despite making initial contact with the infringer and target of potential infringement action, Higbee

1 failed to resolve the case. Instead, Higbee negligently failed to take any action, despite making  
2 multiple threats to the infringer that a lawsuit would be filed.

3 131. In or around October of 2020, Grecco had a series of communications with Higbee,  
4 asking for updates as to the VFiles case.

5 132. In or around early 2021, Grecco had determined that Higbee had allowed the statute  
6 of limitations to expire. Higbee never advised Grecco as to any issues with the statute of limitations.  
7 Instead, Higbee made spurious claims as to the merits of the case, and then changed the status of the  
8 VFiles file in its online portal to “Not Settled (Dead End),” on November 25, 2020, after the statute  
9 of limitations had already expired. However, as shown, Higbee had been considering the case and  
10 working on the case when Higbee negligently allowed the statute of limitations to expire, and  
11 attempting to call the case a “dead end” is a shallow attempt to rewrite the history of the case.

### 12 *Viral Spots*

13  
14 133. Higbee negligently represented Grecco in relation to a file referred to as “Viral  
15 Spots,” Higbee’s internal case number 504570, by allowing the statute of limitations to expire.

16 134. The viralspots.com website was found in or by July of 2017 to be infringing on  
17 Grecco’s copyright in several uses of photograph. The deadline to timely file a claim was, therefore,  
18 in or around July of 2020.

19 135. In or around July of 2017, Grecco referred the case to Higbee for prosecution. In or  
20 around August of 2017, Higbee indicated that Higbee needed the registration certificate for the  
21 infringed photo from Grecco. Grecco provided that certificate to Higbee. However, Higbee  
22 negligently failed to pursue the case further after that point.

23 136. In or around October of 2020, Grecco had a series of communications with Higbee,  
24 asking for updates as to Grecco’s cases, including Viral Spots.

25 137. Higbee did not directly respond to Grecco’s requests for information regarding the  
26 Viral Spots case. Grecco is informed and believes that this failure to provide adequate information  
27 was a result of the souring of the relationship between Higbee and Grecco relating to the ID  
28 business. Grecco is informed and believes that Higbee was intentionally failing to communicate with

Grecco as a result of that souring relationship.

138. Grecco determined in or around early 2021 that Higbee had failed to adequately pursue the case and allowed the statute of limitations to expire. Higbee never advised Grecco as to any issues with the statute of limitations. Rather, Higbee allowed the case to remain as pending, and simply withheld any updates relating thereto for months. Eventually, Higbee changed the status of the Viral Spots file in its online portal to “Declined,” attempting to end his representation of Grecco as to the Viral Spots file, on March 10, 2021. However, as shown, Higbee had been considering the case and working on the case when Higbee negligently allowed the statute of limitations to expire, and attempting to “decline” the case is a shallow attempt to rewrite the history of the case.

*walldevil.com*

139. Higbee negligently represented Grecco in relation to a file referred to as “walldevil.com,” Higbee’s internal case number 504574, by allowing the statute of limitations to expire.

140. The walldevil.com website was found in or by July of 2017 to be infringing on Grecco’s copyright in one photograph. The deadline to timely file a claim was, therefore, in or by July of 2020.

141. In or around July of 2017, Grecco referred the case to Higbee for prosecution. During 2017, Higbee communicated to Grecco that Higbee would pursue a WhoIs Subpoena to identify the infringer and target of the infringement action. However, Higbee negligently failed to do so.

142. In or around October of 2020, Grecco had a series of communications with Higbee, asking for updates as to Grecco’s cases, including walldevil.com.

143. Higbee did not directly respond to Grecco’s requests for information regarding walldevil.com. Grecco is informed and believes that this failure to provide adequate information was a result of the souring of the relationship between Higbee and Grecco relating to the ID business. Grecco is informed and believes that Higbee was intentionally failing to communicate with Grecco as a result of that souring relationship.

144. Grecco determined in or around early 2021 that Higbee had failed to adequately

1 pursue the case and allowed the statute of limitations to expire. Higbee never advised Grecco as to  
 2 any issues with the statute of limitations. Rather, Higbee allowed the case to remain as pending, and  
 3 simply withheld any updates relating thereto for months. Eventually, Higbee changed the status of  
 4 the walldevil.com file in its online portal to “Declined (Not Enough Info),” attempting to end his  
 5 representation of Grecco as to the walldevil.com file, on March 10, 2021. However, as shown,  
 6 Higbee had been considering the case and working on the case when Higbee negligently allowed the  
 7 statute of limitations to expire, and attempting to “decline” the case is a shallow attempt to rewrite  
 8 the history of the case.

## 10 **FIRST CAUSE OF ACTION**

### 11 **LEGAL MALPRACTICE**

#### 12 **Against Mathew Higbee and Higbee & Associates**

13 145. Grecco incorporates by reference all facts asserting the preceding paragraphs as  
 14 though fully set forth herein.

15 146. As stated above, Higbee represented Grecco in relation to at least 18 separate matters  
 16 (see Paragraphs 31-144) in which Higbee allowed the statute of limitations to expire before Higbee  
 17 had either filed a claim, undertaken sufficient discovery so as to identify the appropriate target of an  
 18 infringement action, completed negotiations with the target of a potential infringement action, or  
 19 even notified Grecco that the case was nearing the statute of limitations deadline.

20 147. Grecco did not discover that the statute of limitations as to these cases had expired  
 21 until in or around early 2021. Grecco was absolutely reliant on Higbee as to all of these cases.  
 22 Despite asking for information and updates on the status of these cases in or around October of 2020,  
 23 Higbee refused to and/or failed to provide that information to Grecco.

24 148. As there was no appreciable harm or public record of harm to Grecco, such as an  
 25 entry of judgment resulting from the expiration of these claims, there was no reason for Grecco to  
 26 have discovered these issues with the statute of limitations on these cases, as he expected Higbee to  
 27 be pursuing these cases as directed. Indeed, there was no reason for Grecco to suspect anything was  
 28 amiss until Higbee failed to provide Grecco with the requested information. Grecco did not discover

that Higbee had allowed the statute of limitations to expire as to these cases until in or around early 2021.

149. Higbee continued to represent Grecco as to these matters until March 10, 2021.

150. To date, these are the files that Grecco has been able to identify as being negligently abandoned by Higbee, but this is not an exhaustive list. There may still be further files that Higbee negligently allowed to expire in a similar fashion.

151. The standard of care required that Higbee not allow the statute of limitations to expire while Higbee was representing Grecco in relation to those claims. Further, to the extent that Higbee may have had the right to decline those 18 cases, or additional cases that may yet be discovered, the standard of care required Higbee to inform Grecco that Higbee was going to decline the cases such that Grecco had sufficient time to seek other counsel to take on those matters. Because Higbee failed to do that, resulting in all 18 claims being barred by the statute of limitations, Higbee breached the standard of care in its representation of Grecco.

152. As these 18 cases were copyright infringement actions, each file carried with it statutory damages of \$30,000.00, to which Grecco was entitled.

153. As a direct and proximate result of Higbee's negligence, Grecco lost any and all right to seek to pursue all 18 of these actions, and, therefore, lost the right to seek damages of \$540,000.00.

## **SECOND CAUSE OF ACTION**

### **BREACH OF FIDUCIARY DUTIES**

#### **Against Mathew Higbee and Higbee & Associates**

154. Grecco incorporates by reference all facts asserting the preceding paragraphs as though fully set forth herein.

155. Higbee represented Grecco beginning on or around October 13, 2016.

156. In on around October of 2017, Mathew Higbee and Michael Grecco went into business together, starting ID. Grecco did not execute any kind of waiver, consent, or other agreement relating to Higbee's ethical duties and Grecco entering a business arrangement with his

counsel. Higbee failed to give Grecco any information as to a potential conflict of interest that might arise from doing business with his lawyer. Higbee failed to advise Grecco to seek independent counsel for advice as to the business arrangements relating to ID. Higbee failed to obtain any sort of written consent or waiver from Grecco as called for by CRPC 1.8.1 or the then-effective 3-300.

157. Towards the end of 2020 and into the beginning of 2021, the personal and professional relationship between Grecco and Higbee began to fray, as Grecco confronted Higbee as to his unethical actions in relation to ID. Grecco is informed and believes that Higbee failed to effectively represent Grecco as to the above cases because of their fallout around ID. Indeed, as evidence of that, Higbee declined several of the Grecco cases, including almost all of the 18 cases referenced above, on or around the same date that Higbee and Grecco agreed to dissolve ID.

158. Therefore, as a direct and proximate result of Higbee and Grecco going into business together, Higbee allowed the statute of limitations to expire as to at least 18 of Grecco's cases.

159. As these 18 cases were copyright infringement actions, each file carried with it statutory damages of \$30,000.00, to which Grecco was entitled.

160. As a direct and proximate result of Higbee's negligence, Grecco lost any and all right to seek to pursue all 18 of these actions, and, therefore, lost the right to seek damages of \$540,000.00.

### **THIRD CAUSE OF ACTION**

#### **BREACH OF FIDUCIARY DUTIES**

##### **Against Mathew Higbee and Higbee & Associates**

161. Grecco incorporates by reference all facts asserting the preceding paragraphs as though fully set forth herein.

162. As set out above, Higbee represented Grecco pursuant to the First Contingency Agreement, the Second Contingency Agreement, and the Third Contingency Agreement. However, each of those documents was not fully executed, and therefore was not compliant with Cal. Bus. & Prof. Code § 6147(a).

163. The First Contingency Agreement, the Second Contingency Agreement, and the

1 Third Contingency Agreement were voidable, and have been voided. As such, no valid written  
2 engagement exists as to and between Grecco and Higbee.

3 164. However, Higbee has already collected \$343,477.69, but without any right to do so.  
4 Rather, Higbee is entitled only to a reasonable fee, which Grecco is informed and believes is  
5 significantly less than \$343,477.69.

6 165. As a direct and proximate result of Higbee's failure to obtain a valid contingency  
7 agreement, Grecco has been harmed in an amount of \$343,477.69, the amount of contingency fees  
8 that Higbee wrongfully collected.

### 9 10 **PRAYER FOR RELIEF**

11 WHEREFORE, Grecco prays for judgment against Higbee as follows:

#### 12 **As to the First and Second Causes of Action:**

13 1. For compensatory damages in an amount of, at least, \$540,000.00, to be proven at  
14 time of trial;

#### 15 **As to the Third Cause of Action:**

16 2. For compensatory damages in an amount of, at least, \$343,477.69, to be proven at  
17 time of trial;

#### 18 **As to all Causes of Action:**

19 3. For costs of suit incurred herein;

20 4. For pre-judgment interest in an amount to be proven at the time of trial;

21 5. For such further and other relief as the Court deems just and proper.

22 Dated: August 6, 2021

**THE MALONEY FIRM, APC**

23  
24 By: 

Patrick M. Maloney

Carl I. S. Mueller

25 Attorneys for Plaintiffs, MICHAEL GRECCO, and  
26 MICHAEL GRECCO PRODUCTIONS, INC.  
27  
28

# EXHIBIT A



**ATTORNEY - CLIENT FEE CONTRACT**

This **ATTORNEY-CLIENT CONTRACT** (the “**Agreement**”) is the written fee contract that California law requires lawyers to have with their clients. It is between **HIGBEE & ASSOCIATES** (“**Attorney**”, “**We**”, “**Our**” and “**Us**”) and you, **MICHAEL GRECCO** (“**Client**”, “**You**”, and “**Your**”).

1. **CONDITIONS.** This agreement will not take effect, and Attorney will have no obligation to provide legal services until Client returns a signed copy of this Agreement, and pays the initial deposit, if any, called for under paragraph 7.
2. **SCOPE AND DUTIES.** Client is hiring Attorney to represent Client’s copyright infringement claims. Attorney will represent Client through the pre-litigation process including negotiating a settlement of the claim. Services in any manner not described above, including the filing of a copyright lawsuit, or any additional copyright infringement claims will require a separate written agreement.
3. **RESPONSIBILITIES OF THE PARTIES.** Attorney will provide those legal services reasonably required to represent Client in prosecuting the claims described in Paragraph 2 and will take reasonable steps to keep Client informed of progress and developments, and to respond promptly to inquiring and communications. Client agrees to be truthful with Attorney, to cooperate, to keep Attorney Informed of any information and developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills for costs on time, and to keep Attorney advised of Client’s address, telephone number, and whereabouts. Client agrees to appear at all legal proceeding when Attorney deems it necessary, and generally to cooperate fully with attorney in all matters related to the preparation and presentation of Client’s claims. Client agrees to inform Attorney of any communication with opposing parties; if a settlement is made between Client and infringer, Attorney will be entitled to a portion of the settlement amount as set forth in Paragraph 4.
4. **LEGAL FEES.** Attorney will only be compensated for legal services rendered if a recovery is obtained for Client. If recovery is obtained, the fee to Attorney will be 33% of the “net recovery” for any infringements settled over \$5,000.00; and 40% of the “net recovery” for any infringements settled for \$5,000.00 or below. The term “net recovery” means the total of all amounts received by settlement, arbitration award or judgment, including any award of attorney’s fees.

In the event of Attorney’s discharge or withdrawal as provided in Paragraph 9, Client agrees that, upon a payment of the settlement, arbitration award or judgment in the Client’s favor in this matter, Attorney shall be entitled to be paid by Client a reasonable fee for the legal services provided. Such fee shall be determined by considering the following factors:

1. The actual number of hours expended by Attorney in performing legal services for Client;
2. Attorney’s hourly rates;
3. The extent to which Attorney’s services have contributed to the result obtained;
4. The amount of the fee in proportion to the value of the services performed;
5. The amount of recovery obtained;
6. Time limitations imposed on Attorney by Client or by the circumstances; and
7. The experience, reputation and ability of personnel performing the services.

5. **NEGOTIABILITY OF FEES.** The rates set forth above are not set by law, but are negotiable between an attorney and client.
6. **COSTS AND EXPENSES.** Attorney will incur various costs and expenses. Attorney will advance such costs and expenses. Client will reimburse attorney for such advance costs and expenses on settlement, arbitration award, or judgment.
7. **DEPOSIT.** Client agrees to pay Attorney an initial deposit for costs of \$0 to be returned with this signed Agreement. Attorney will hold this initial deposit in a trust account. Client hereby authorizes Attorney to use that deposit to pay the costs, disbursements and other expenses incurred under this Agreement.
8. **APPROVAL NECESSARY FOR SETTLEMENT.** Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement. Client agrees to consider seriously any settlement offer Attorney recommends before making a decision to accept or reject such offer. Client agrees not to make any settlement or compromise of any nature of any of Client's claims without prior notice to Attorney.
9. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time, on written notice to us, and Attorney will immediately after receiving such notice cease to render additional services. Attorney may withdraw from representation of client (a) with client's consent, (b) on court approval, or (c) if no court action has been filed, on reasonable notice to client.

Notwithstanding Attorney's withdrawal or Client's notice of discharge, and without regard to the reasons for the withdrawal or discharge, Client will remain obligated to pay Attorney for all costs incurred prior to the termination and, in the event that there is any net recovery obtained by Client after conclusion of Attorney's services rendered from the effective date of this Agreement to the date of discharge.

10. **CONCLUSION OF SERVICES.** When Attorney's services conclude, all unpaid charges will immediately become due and payable. Attorney is authorized to use any funds held in Attorney's trust account as a deposit against costs to apply to such unpaid charges. After attorney's services conclude, Attorney will, upon client's request, deliver Client's file to client along with any client funds or property in Attorney's possession.
11. **RECEIPT OF PROCEEDS.** All proceeds of Client's case shall be deposited into the Attorney's trust account for disbursement in accordance with the provisions of this Agreement.
12. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of this matter. Attorney makes no such promises or guarantees. There can be no assurance that Client will recover any sum or sums in this matter. Attorney's comments about the outcome of this matter are expressions of opinion only. Client acknowledges that Attorney has made no promise or guarantees about the outcome.
13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.



# Higbee & Associates

A NATIONAL LAW FIRM

14. **MODIFICATION AND SEVERABILITY.** This Agreement may be modified by subsequent agreement of the parties or by an oral agreement only to the extent that the parties carry it out. If any condition of this Agreement is found to be unenforceable, the remainder of the provisions will remain in full effect.
15. **EFFECTIVE DATE.** This Agreement will take effect when Client has performed the conditions stated in Paragraph 1. The date at the beginning of the Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.
16. **VENUE AND COSTS.** Disputes arising out of this transaction shall be adjudicated in Orange County Superior Court in the State of California. Losing party shall pay all associated costs, such as but not limited to, attorney's fees and court costs.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM, AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE JOINTLY AND SEVERALLY FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

Dated: 10/13/16

  
\_\_\_\_\_  
**MICHAEL GRECCO**

Address: 3103 17th ST

SANTA MONICA, CA 90405

Telephone: (310) 452-4461

**HIGBEE & ASSOCIATES**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mathew Higbee, Founding Attorney

# EXHIBIT B

**ATTORNEY - CLIENT FEE CONTRACT**

**This ATTORNEY-CLIENT CONTRACT (the “Agreement”)** is the written fee contract that California law requires lawyers to have with their clients. It is between **HIGBEE & ASSOCIATES** (“Attorney”, “We”, “Our” and “Us”) and you, **MICHAEL GRECCO** and **MICHAEL GRECCO PRODUCTIONS, INC.** (“Client”, “You”, and “Your”).

1. **CONDITIONS.** This agreement will not take effect, and Attorney will have no obligation to provide legal services until Client returns a signed copy of this Agreement, and pays the initial deposit, if any, called for under paragraph 7.
2. **SCOPE AND DUTIES.** Client is hiring Attorney to represent Client in Client’s copyright claims. Attorney will represent Client through the pre-litigation process including negotiating a settlement of the claim. Attorney will also represent Client through the litigation process, including filing of lawsuit, pre-trial litigation, and trial preparation. Services in any manner not described above will require a separate written agreement.
3. **RESPONSIBILITIES OF THE PARTIES.** Attorney will provide those legal services reasonably required to represent Client in prosecuting the claims described in Paragraph 2 and will take reasonable steps to keep Client informed of progress and developments, and to respond promptly to inquiring and communications. Client agrees to be truthful with Attorney, to cooperate, to keep Attorney Informed of any information and developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills for costs on time, and to keep Attorney advised of Client’s address, telephone number, and whereabouts. Client agrees to appear at all legal proceeding when Attorney deems it necessary, and generally to cooperate fully with attorney in all matters related to the preparation and presentation of Client’s claims. Client agrees to inform Attorney of any communication with opposing parties; if a settlement is made between Client and infringer, Attorney will be entitled to a portion of the settlement amount as set forth in Paragraph 4.
4. **LEGAL FEES.** Attorney will only be compensated for legal services rendered if a recovery is obtained for Client. If recovery is obtained, the fee to Attorney will be a percentage of the “net recovery” as follows: In copyright claims involving Timely Registered Images, if claim is settled after filing, but before Defense Answers the Complaint, the rate shall be 35%. If settled after filing after Defense Answers, but before start of trial, the rate shall be 40%. If settled at any point after the start of trial, the rate shall be 45%.

In copyright claims involving Not-Timely Registered Images, Client agrees to pay Attorney a flat fee of \$250. If claim is settled after filing of lawsuit, but before Defense Answers the Complaint, the rate shall be 35%. If settled after filing after Defense Answers, but before start of trial, the rate shall be 40%. If settled at any point after the start of trial, the rate shall be 45%. The term “net recovery” means the total of all amounts received by settlement, arbitration award or judgment, including any award of attorney’s fees.

In the event of Attorney’s discharge or withdrawal as provided in Paragraph 9, Client agrees that, upon a payment of the settlement, arbitration award or judgment in the Client’s favor in this matter, Attorney shall be entitled to be paid by Client a reasonable

fee for the legal services provided. Such fee shall be determined by considering the following factors:

1. The actual number of hours expended by Attorney in performing legal services for Client;
  2. Attorney's hourly rates;
  3. The extent to which Attorney's services have contributed to the result obtained;
  4. The amount of the fee in proportion to the value of the services performed;
  5. The amount of recovery obtained;
  6. Time limitations imposed on Attorney by Client or by the circumstances; and
  7. The experience, reputation and ability of personnel performing the services.
5. **NEGOTIABILITY OF FEES.** The rates set forth above are not set by law, but are negotiable between an attorney and client.
6. **COSTS AND LITIGATION EXPENSES.** Attorney will incur various costs and expenses. Attorney will advance such costs and expenses and invoice Client net 90. Client will reimburse attorney for such advance costs and expenses.
7. **DEPOSIT.** Client agrees to pay Attorney an initial deposit for costs of \$0 to be returned with this signed Agreement. Attorney will hold this initial deposit in a trust account. Client hereby authorizes Attorney to use that deposit to pay the costs, disbursements and other expenses incurred under this Agreement.
8. **APPROVAL NECESSARY FOR SETTLEMENT.** Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement. Client agrees to consider seriously any settlement offer Attorney recommends before making a decision to accept or reject such offer. Client agrees not to make any settlement or compromise of any nature of any of Client's claims without prior notice to Attorney.
9. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time, on written notice to us, and Attorney will immediately after receiving such notice cease to render additional services. Attorney may withdraw from representation of client (a) with client's consent, (b) on court approval, or (c) if no court action has been filed, on reasonable notice to client.
- Notwithstanding Attorney's withdrawal or Client's notice of discharge, and without regard to the reasons for the withdrawal or discharge, Client will remain obligated to pay Attorney for all costs incurred prior to the termination and, in the event that there is any net recovery obtained by Client after conclusion of Attorney's services rendered from the effective date of this Agreement to the date of discharge.
10. **CONCLUSION OF SERVICES.** When Attorney's services conclude, all unpaid charges will immediately become due and payable. Attorney is authorized to use any funds held in Attorney's trust account as a deposit against costs to apply to such unpaid charges. After attorney's services conclude, Attorney will, upon client's request, deliver Client's file to client along with any client funds or property in Attorney's possession.

11. **RECEIPT OF PROCEEDS.** All proceeds of Client's case shall be deposited into the Attorney's trust account for disbursement in accordance with the provisions of this Agreement.
12. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of this matter. Attorney makes no such promises or guarantees. There can be no assurance that Client will recover any sum or sums in this matter. Attorney's comments about the outcome of this matter are expressions of opinion only. Client acknowledges that Attorney has made no promise or guarantees about the outcome.
13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
14. **MODIFICATION AND SEVERABILITY.** This Agreement may be modified by subsequent agreement of the parties or by an oral agreement only to the extent that the parties carry it out. If any condition of this Agreement is found to be unenforceable, the remainder of the provisions will remain in full effect.
15. **EFFECTIVE DATE.** This Agreement will take effect when Client has performed the conditions stated in Paragraph 1. The date at the beginning of the Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.
16. **VENUE AND COSTS.** Disputes arising out of this transaction shall be adjudicated in Orange County Superior Court in the State of California. Losing party shall pay all associated costs, such as but not limited to, attorney's fees and court costs.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM, AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE JOINTLY AND SEVERALLY FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**MICHAEL GRECCO**

Individually and On behalf of,  
**MICHAEL GRECCO PRODUCTIONS, INC.**

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**HIGBEE & ASSOCIATES**

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Mathew Higbee, Attorney

# EXHIBIT C



## ATTORNEY - CLIENT CONTRACT

This ATTORNEY-CLIENT CONTRACT (the “Agreement”) is between THE LAW FIRM OF HIGBEE & ASSOCIATES (“Attorney”), a California Corporation, and you, Michael Grecco and Michael Grecco Productions, INC. (“Client”).

1. **CONDITIONS.** This agreement will not take effect, and Attorney will have no obligation to provide legal services until Client returns a signed copy of this Agreement.
2. **SCOPE AND DUTIES.** Client is hiring Attorney to (a) provide **reverse-image search** services. Client acknowledges that reverse-image search services are not perfect and may not find all known instances of Client’s property being used. Client is under no obligation to compensate Attorney for the reverse-image search or to have Attorney pursue claims that arise from it; (b) represent Client in **pre-litigation negotiation** of copyright claims; and (c) represent Client in **copyright litigation**. Attorney will only pursue claims that are approved by Client. Attorney may elect not to pursue or cease pursuing a claim for any reason. Client is free to seek other counsel to pursue any claim at any stage, subject to the obligations described in Paragraph 7. Services in any manner not described above, will require a separate written agreement.
3. **RESPONSIBILITIES OF THE PARTIES.** Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information and developments which may come to Client’s attention, to abide by this Agreement, and to keep Attorney advised of Client’s address, telephone number, and whereabouts. Client agrees to inform Attorney of any communication with opposing parties; if a settlement is made between Client and infringer, Attorney will be entitled to a portion of the settlement amount as set forth in Paragraph 4.
4. **ATTORNEY COMPENSATION.** Attorney is only compensated for work on claims that provide payment to Client. Attorney will be entitled to a percentage of the Gross Amount Collected as a result of any claim
  - a. **PRE-LITIGATION COMPENSATION:** For all Claims that are settled in the pre-litigation stage, the Attorney will be entitled to a percentage of the Gross Amount Collected as a result of any claim. Attorney will be entitled to 40% of the first \$4,000 and 33% of the remainder of the settlement. For Example, if a claim generates \$10,000 Client receives \$6,420 (\$2,400 for the first \$4,000 and \$4,020 for the remaining \$6,000).
  - b. **LITIGATION COMPENSATION:** For all Claims that are settled in the Litigation stage, the Attorney will be entitled to a percentage of the Gross Amount Collected as a result of any claim as follows. Attorney will be reimbursed for any fronted litigation costs (i.e. filing fees, process server fees, etc.) prior to the funds being split according to the percentages below. After reimbursement of costs, Attorney will retain 33% of any claim settled prior to the start of discovery and 40% of any claim settled after the start of discovery.
  - c. **COMPENSATION IN THE EVENT OF A DISCHARGE:** In the event of Attorney’s discharge or withdrawal as provided in Paragraph 7, Client agrees that, upon a payment of the settlement, arbitration award or judgment in the Client’s favor in this matter, Attorney shall be entitled to be paid by Client a reasonable fee for the legal services provided. Such fee shall be determined by considering the following factors:
    1. The actual number of hours expended by Attorney in performing legal services for Client;
    2. Attorney’s hourly rates;

3. The extent to which Attorney's services have contributed to the result obtained;
4. The amount of the fee in proportion to the value of the services performed;
5. The amount of recovery obtained;
6. Time limitations imposed on Attorney by Client or by the circumstances; and
7. The experience, reputation and ability of personnel performing the services.

5. **NEGOTIABILITY OF FEES.** The rates set forth above are not set by law, but are negotiable between an attorney and client.
6. **APPROVAL NECESSARY FOR SETTLEMENT.** Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement. Client agrees not to make any settlement or compromise of any nature of any of Client's claims without prior notice to Attorney.
7. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time, on written notice, and Attorney will immediately after receiving such notice cease to render additional services. In the event of Attorney's discharge by Client, Client agrees that, upon a payment of any settlement, arbitration award or judgment in the Client's favor upon any claim in which Attorney engaged in enforcement efforts, Attorney shall be paid the lower of (a) the schedule in Paragraph 4 or (b) based on the time Attorney worked on the claim (\$350 for attorneys, \$145 for staff). Attorney may cease to offer reverse image search at anytime. Client shall not be charged for reverse image search under any circumstances.
8. **RECEIPT OF PROCEEDS & DISBURSEMENTS.** All proceeds of Client's case shall be deposited into the Attorney's trust account for disbursement in accordance with the provisions of this Agreement. Disbursements to Client are sent by the 10<sup>th</sup> business in the month that that follows the payment being received and cleared.
9. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement or Attorney's statements to Client will be construed as a promise or guarantee about the outcome any matter. Attorney makes no such promises or guarantees.
10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
11. **MODIFICATION AND SEVERABILITY.** This Agreement may be modified by subsequent agreement of the parties or by an oral agreement only to the extent that the parties carry it out. If any condition of this Agreement is found to be unenforceable, the remainder of the provisions will remain in full effect.
12. **EFFECTIVE DATE.** This Agreement will take effect upon the date of all parties receiving notice of acceptance of these terms via a signed document or written knowledge of acceptance of these terms.

13. **DISPUTES.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Orange County, CA. Parties may appear telephonically. Each party shall pay its own expenses. California law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Dated: 9/11/2019

  
\_\_\_\_\_  
Michael Grecco and Michael Grecco Productions INC. "Client"

**HIGBEE & ASSOCIATES "Attorney"**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mathew K. Higbee, Founding Attorney

# Exhibit B

**From:** [Ryan Carreon](#)  
**To:** [Ryan Isenberg](#)  
**Subject:** Miller v. 4Internet, LLC - FRE 408 Settlement Communication  
**Date:** Thursday, April 13, 2023 10:27:11 AM

---

Hi Ryan,

I've had a chance to touch base with my client regarding the judgment. My client is considering filing Ch. 13 bankruptcy if he is unsuccessful on the pending appeal. Given his financial status, and the fact the current judgment is unsecured, it is likely that 4Internet would get pennies on the dollar or have the judgment completely wiped out in a bankruptcy scenario. Nonetheless, bankruptcy is not my client's preferred option. As such he is willing to offer \$20k as a full settlement for all pending litigation in lieu of a bankruptcy filing.

Please let me know 4Internet's response at your earliest convenience.

Ryan E. Carreon  
Senior Associate  
Copyright Division

Law Firm of Higbee & Associates (<http://www.higbeeassociates.com>)  
1504 Brookhollow Dr., Suite 112, Santa Ana, CA 92705  
Direct: (302) 482-3089  
Mobile: (626) 533-7357 Fax: (714) 597-6559

This electronic mail message and any attachment is confidential and may also contain privileged attorney-client information or work product. If you are not the intended recipient, or the person responsible to deliver it to the intended recipient, you may not use, disseminate, distribute or copy this communication. If you have received the message in error, please immediately notify us by reply electronic mail or by telephone and delete this original message.

**United States District Court  
District of Nevada (Las Vegas)  
CIVIL DOCKET FOR CASE #: 2:18-cv-02097-JAD-VCF**

Miller v. 4Internet, LLC. et al  
Assigned to: Judge Jennifer A. Dorsey  
Referred to: Magistrate Judge Cam Ferenbach  
Case in other court: Ninth Circuit Court of Appeals, 22-16195  
Ninth Circuit, Court of Appeals, 23-15102  
Cause: 17:101 Copyright Infringement

Date Filed: 10/31/2018  
Date Terminated: 07/05/2022  
Jury Demand: Plaintiff  
Nature of Suit: 820 Copyright  
Jurisdiction: Federal Question

**Plaintiff**

**Robert Miller**

represented by **Ryan E. Carreon**  
Higbee & Associates  
1504 Brookhollow Drive  
Suite 112  
Santa Ana, CA 92705  
714-617-8336  
Email: rcarreon@higbee.law  
*LEAD ATTORNEY*  
*PRO HAC VICE*  
*ATTORNEY TO BE NOTICED*

**Mathew K. Higbee**  
Higbee & Associates  
2445 Fire Mesa Street  
Suite 150  
Las Vegas, NV 89128  
714-617-8300  
Fax: 714-597-6559  
Email: mhigbee@higbee.law  
*ATTORNEY TO BE NOTICED*

V.

**Movant**

**Christopher Sadowski**

represented by **Mathew K. Higbee**  
Higbee & Associates  
3110 W. Cheyenne AVenue  
Suite 200  
North Las Vegas, 89 89128  
714-617-8300  
Fax: 714-597-6559  
Email: mhigbee@higbee.law  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

V.

**SER 0269**

**Defendant**

**4Internet, LLC.**

represented by **Ryan Lance Isenberg**  
Isenberg & Hewitt, P.C.  
6600 Peachtree Dunwoody Road  
600 Embassy Row, Suite 150  
Atlanta, GA 30328  
770-351-4400  
Fax: 770-828-0100  
Email: ryan@isenberg-hewitt.com  
*LEAD ATTORNEY*  
*PRO HAC VICE*  
*ATTORNEY TO BE NOTICED*

**Troy L. Isaacson**  
Isaacson Law  
9900 Covington Cross Drive  
Suite 210b  
Las Vegas, NV 89144  
702-529-2559  
Fax: 702-529-2558  
Email: Troy@IsaacsonLawLV.com  
*ATTORNEY TO BE NOTICED*

**Interested Party**

**AMERICA UNITED STATES OF**

represented by **Skyler Pearson**  
US Attorney-District of Nevada  
333 Las Vegas Blvd. South  
Suite 5000  
Las Vegas, NV 89101  
702-388-6530  
Email: skyler.pearson@usdoj.gov  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Interested Party**

**United States of America**

represented by **Skyler Pearson**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Counter Claimant**

**4Internet, LLC.**

represented by **Ryan Lance Isenberg**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Troy L. Isaacson**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

V.

**Counter Defendant**

**SER 0270**

**Mathew Higbee**  
*TERMINATED: 07/10/2020*

represented by **Mathew K. Higbee**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Counter Defendant**

**The Law Firm of Higbee & Associates,  
APC**  
*TERMINATED: 07/10/2020*

represented by **Mathew K. Higbee**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Ryan E. Carreon**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Counter Defendant**

**Christopher Sadowski**  
*TERMINATED: 07/10/2020*

represented by **Mathew K. Higbee**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Counter Defendant**

**Robert Miller**  
*TERMINATED: 07/10/2020*

represented by **Ryan E. Carreon**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Mathew K. Higbee**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Counter Claimant**

**4Internet, LLC.**

represented by **Ryan Lance Isenberg**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Troy L. Isaacson**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

V.

**Counter Defendant**

**Mathew Higbee**  
*TERMINATED: 07/10/2020*

represented by **Mathew K. Higbee**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Counter Defendant**

**Robert Miller**  
*TERMINATED: 07/10/2020*

represented by **Ryan E. Carreon**  
(See above for address) **SER 0271**



*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Mathew K. Higbee**  
 (See above for address)  
*ATTORNEY TO BE NOTICED*

**Counter Defendant**

**Christopher Sadowski**  
*TERMINATED: 07/10/2020*

represented by **Mathew K. Higbee**  
 (See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Counter Defendant**

**The Law Firm of Higbee & Associates,  
 APC**  
*TERMINATED: 07/10/2020*

represented by **Mathew K. Higbee**  
 (See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

Date Filed	#	Docket Text
10/31/2018	<a href="#"><u>1</u></a>	COMPLAINT against 4Internet, LLC., DOES 1 through 10, inclusive (Filing fee \$400 receipt number 0978-5305042) by Robert Miller. Proof of service due by 1/29/2019. (Attachments: # <a href="#"><u>1</u></a> Exhibit A, # <a href="#"><u>2</u></a> Exhibit B, # <a href="#"><u>3</u></a> Exhibit C, # <a href="#"><u>4</u></a> Exhibit D, # <a href="#"><u>5</u></a> Exhibit E, # <a href="#"><u>6</u></a> Civil Cover Sheet)(Higbee, Mathew)  NOTICE of Certificate of Interested Parties requirement: Under Local Rule 7.1-1, a party must <u>immediately</u> file its disclosure statement with its first appearance, pleading, petition, motion, response, or other request addressed to the court. (Entered: 10/31/2018)
10/31/2018	<a href="#"><u>2</u></a>	CERTIFICATE of Interested Parties by Robert Miller that identifies all parties that have an interest in the outcome of this case. Other Affiliate Christopher Sadowski for Robert Miller added. (Higbee, Mathew) (Entered: 10/31/2018)
10/31/2018		Case assigned to Judge Jennifer A. Dorsey and Magistrate Judge Cam Ferenbach. (JM) (Entered: 11/01/2018)
11/01/2018	<a href="#"><u>3</u></a>	AO 121 - REPORT on the filing or determination of an action or appeal regarding a copyright. Mailed to the Register of Copyrights, Copyright Office. (JM) (Entered: 11/01/2018)
11/26/2018	<a href="#"><u>4</u></a>	PROPOSED SUMMONS to be issued by Plaintiff Robert Miller. (Higbee, Mathew) (Entered: 11/26/2018)
11/26/2018	<a href="#"><u>5</u></a>	Summons Issued as to 4Internet, LLC. (JM) (Entered: 11/26/2018)
01/10/2019	<a href="#"><u>6</u></a>	WAIVER OF SERVICE Returned Executed by Robert Miller re <a href="#"><u>5</u></a> Summons Issued. 4Internet, LLC. waiver sent on 1/9/2019, answer due 3/10/2019. (Higbee, Mathew) (Entered: 01/10/2019)
02/06/2019	<a href="#"><u>7</u></a>	MOTION/VERIFIED PETITION for Permission to Practice Pro Hac Vice by Ryan L. Isenberg and DESIGNATION of Local Counsel Troy L. Isaacson (Filing fee \$ 250 receipt number 0978-5420485) by Defendant 4Internet, LLC.. (Isaacson, Troy) (Entered: 02/06/2019)

**SER 0272**

02/06/2019	<a href="#"><u>8</u></a>	ORDER granting <a href="#"><u>7</u></a> Verified Petition for Permission to Practice Pro Hac Vice for Attorney Ryan Lance Isenberg for 4Internet, LLC. and approving Designation of Local Counsel Troy Isaacson. Signed by Judge Jennifer A. Dorsey on 2/6/2019. Any Attorney not yet registered with the Court's CM/ECF System shall submit a Registration Form on the Court's website <a href="http://www.nvd.uscourts.gov">www.nvd.uscourts.gov</a> (Copies have been distributed pursuant to the NEF - JM) (Entered: 02/07/2019)
03/05/2019	<a href="#"><u>9</u></a>	ANSWER to <a href="#"><u>1</u></a> Complaint,, (, Discovery Plan/Scheduling Order due by 4/19/2019.), COUNTERCLAIM against Robert Miller, Mathew Higbee, The Law Firm of Higbee & Associates, APC, Christopher Sadowski by 4Internet, LLC.. filed by 4Internet, LLC.. (Attachments: # <a href="#"><u>1</u></a> Local Rule 7.1-1 Disclosure, # <a href="#"><u>2</u></a> Summons, # <a href="#"><u>3</u></a> Summons, # <a href="#"><u>4</u></a> Summons)(Isenberg, Ryan)  NOTICE of Certificate of Interested Parties requirement: Under Local Rule 7.1-1, a party must <u>immediately</u> file its disclosure statement with its first appearance, pleading, petition, motion, response, or other request addressed to the court. (Entered: 03/05/2019)
03/05/2019	<a href="#"><u>10</u></a>	NOTICE of Filing Exhibit "A" re <a href="#"><u>9</u></a> Counterclaim, by 4Internet, LLC. ,.. (Isenberg, Ryan) (Entered: 03/05/2019)
03/06/2019	<a href="#"><u>11</u></a>	Summons Issued as to Mathew Higbee, Christopher Sadowski, The Law Firm of Higbee & Associates, APC. (JM) (Entered: 03/06/2019)
03/19/2019	<a href="#"><u>12</u></a>	First STIPULATION FOR EXTENSION OF TIME (First Request) re <a href="#"><u>11</u></a> Summons Issued, <a href="#"><u>10</u></a> Notice (Other), <a href="#"><u>9</u></a> Answer to Complaint,, Counterclaim,, by Counter Defendant Robert Miller. (Attachments: # <a href="#"><u>1</u></a> Proposed Order) (Higbee, Mathew) (Entered: 03/19/2019)
03/21/2019	<a href="#"><u>13</u></a>	ORDER granting <a href="#"><u>12</u></a> Stipulation; Robert Miller answer due 5/7/2019. Signed by Magistrate Judge Cam Ferenbach on 3/21/2019. (Copies have been distributed pursuant to the NEF - JM) (Entered: 03/21/2019)
03/26/2019	<a href="#"><u>14</u></a>	MOTION to Strike <a href="#"><u>9</u></a> Answer to Complaint,, Counterclaim,, by Plaintiff Robert Miller. Responses due by 4/9/2019. (Higbee, Mathew) (Entered: 03/26/2019)
04/07/2019	<a href="#"><u>15</u></a>	STIPULATION FOR EXTENSION OF TIME (First Request) re <a href="#"><u>14</u></a> Motion to Strike by Defendant 4Internet, LLC.. (Attachments: # <a href="#"><u>1</u></a> Proposed Order) (Isenberg, Ryan) (Entered: 04/07/2019)
04/08/2019	<a href="#"><u>16</u></a>	ORDER granting <a href="#"><u>15</u></a> Stipulation; Re: <a href="#"><u>14</u></a> Motion to Strike. Responses due by 4/16/2019. Signed by Magistrate Judge Cam Ferenbach on 4/8/2019. (Copies have been distributed pursuant to the NEF - JM) (Entered: 04/08/2019)
04/16/2019	<a href="#"><u>17</u></a>	RESPONSE to <a href="#"><u>14</u></a> Motion to Strike by Defendant 4Internet, LLC.. Replies due by 4/23/2019. (Attachments: # <a href="#"><u>1</u></a> Exhibit A) (Isenberg, Ryan) (Entered: 04/16/2019)
04/16/2019	<a href="#"><u>18</u></a>	WAIVER OF SERVICE Returned Executed by 4Internet, LLC.. Mathew Higbee waiver sent on 3/8/2019, answer due 5/7/2019. (Isenberg, Ryan) (Entered: 04/16/2019)
04/16/2019	<a href="#"><u>19</u></a>	WAIVER OF SERVICE Returned Executed by 4Internet, LLC.. The Law Firm of Higbee & Associates, APC waiver sent on 3/8/2019, answer due 5/7/2019. (Isenberg, Ryan) (Entered: 04/16/2019)
04/19/2019	<a href="#"><u>20</u></a>	PROPOSED Discovery Plan/Scheduling Order by Plaintiff Robert Miller (Higbee, Mathew) (Entered: 04/19/2019)
04/22/2019	<a href="#"><u>21</u></a>	ORDER re <a href="#"><u>20</u></a> Joint Discovery Plan. Discovery Hearing set for 5/1/2019 at 01:00 PM in LV Courtroom 3D before Magistrate Judge Cam Ferenbach. The call-in telephone number is (888)273-3658, access code: 3912597. Signed by Magistrate Judge Cam

		Ferenbach on 4/22/2019. (Copies have been distributed pursuant to the NEF - JM) (Entered: 04/22/2019)
04/23/2019	<a href="#">22</a>	REPLY to Response to <a href="#">14</a> Motion to Strike by Plaintiff Robert Miller. (Higbee, Mathew) (Entered: 04/23/2019)
04/30/2019	<a href="#">23</a>	ORDER granting in part and denying in part <a href="#">14</a> Motion to Strike; Defendant will have until May 14, 2019 to file the amended defenses. Signed by Magistrate Judge Cam Ferenbach on 4/30/2019. (Copies have been distributed pursuant to the NEF - JM) (Entered: 05/01/2019)
05/01/2019	24	MINUTES OF PROCEEDINGS - Hearing re proposed discovery plan and scheduling order <a href="#">20</a> held on 5/1/2019 before Magistrate Judge Cam Ferenbach. Crtrm Administrator: <i>J. Ries</i> ; Pla Counsel: <i>Mathew Higbee</i> ; Def Counsel: <i>Troy Isaacson and Ryan Isenberg</i> ; Recording start and end times: 1:02 - 1:06; Courtroom: 3D; The court canvasses and hears representations from the parties. Proposed Discovery Plan and Scheduling Order <a href="#">20</a> is not approved at this time. Parties advise that a motion to dismiss will be filed in the near future. ORDERED that if no motion to dismiss is filed, the parties are to submit a proposed discovery plan and scheduling order by 5/21/19. If a motion to dismiss is filed, the parties are to submit a proposed discovery plan and scheduling order two weeks after the decision on motion to dismiss. <b>(no image attached)</b> (Copies have been distributed pursuant to the NEF - JAR) (Entered: 05/01/2019)
05/07/2019	<a href="#">25</a>	MOTION to Dismiss by Counter Defendants Mathew Higbee, Robert Miller, Christopher Sadowski, The Law Firm of Higbee & Associates, APC, Plaintiff Robert Miller. Responses due by 5/21/2019. Discovery Plan/Scheduling Order due by 6/21/2019. (Attachments: # <a href="#">1</a> Declaration of Eugene Sadowski, # <a href="#">2</a> Declaration of Mathew K. Higbee) (Higbee, Mathew)  NOTICE of Certificate of Interested Parties requirement: Under Local Rule 7.1-1, a party must <u>immediately</u> file its disclosure statement with its first appearance, pleading, petition, motion, response, or other request addressed to the court. (Entered: 05/07/2019)
05/07/2019	<a href="#">26</a>	CERTIFICATE of Interested Parties by Christopher Sadowski. There are no known interested parties other than those participating in the case (Higbee, Mathew) (Entered: 05/07/2019)
05/07/2019	<a href="#">27</a>	CERTIFICATE of Interested Parties by The Law Firm of Higbee & Associates, APC. There are no known interested parties other than those participating in the case (Higbee, Mathew) (Entered: 05/07/2019)
05/07/2019	<a href="#">28</a>	CERTIFICATE of Interested Parties by Mathew Higbee. There are no known interested parties other than those participating in the case (Higbee, Mathew) (Entered: 05/07/2019)
05/10/2019	<a href="#">29</a>	AMENDED ANSWER to <a href="#">1</a> Complaint,, filed by 4Internet, LLC..(Isenberg, Ryan) (Entered: 05/10/2019)
05/13/2019	<a href="#">30</a>	WAIVER OF SERVICE Returned Executed by 4Internet, LLC.. Christopher Sadowski waiver sent on 3/8/2019, answer due 5/7/2019. (Isenberg, Ryan) (Entered: 05/13/2019)
05/14/2019	<a href="#">31</a>	FIRST STIPULATION FOR EXTENSION OF TIME re <a href="#">25</a> Motion to Dismiss, filed by Counter Defendant Robert Miller. (Attachments: # <a href="#">1</a> Proposed Order) (Higbee, Mathew) (Entered: 05/14/2019)
05/14/2019	32	MINUTE ORDER IN CHAMBERS of the Honorable Judge Jennifer A. Dorsey on 5/14/2019. Re <a href="#">31</a> Stipulation to Extend Time. Local Rule IA 6-2 requires stipulations to incorporate an order in the form of a signature block that must not begin on a separate page but instead appear approximately 1 inch below the end of the stipulation itself.

		Because the parties Joint Stipulation for an Extension of Time <a href="#">31</a> offers a proposed order in a separate document and not incorporated into the stipulation itself, the stipulation <a href="#">31</a> is REJECTED without prejudice to the filing of a proper stipulation in the court-required form. <b>(no image attached)</b> (Copies have been distributed pursuant to the NEF - CS) (Entered: 05/14/2019)
05/14/2019	<a href="#">33</a>	SECOND STIPULATION FOR EXTENSION OF TIME re <a href="#">25</a> Motion to Dismiss, filed by Counter Defendant Robert Miller. (Higbee, Mathew) (Entered: 05/14/2019)
05/17/2019	<a href="#">34</a>	ORDER granting <a href="#">33</a> Stipulation; Re: <a href="#">25</a> Motion to Dismiss, Responses due by 6/7/2019. Replies due by 6/21/2019. Signed by Judge Jennifer A. Dorsey on 5/17/2019. (Copies have been distributed pursuant to the NEF - JM) (Entered: 05/17/2019)
06/07/2019	<a href="#">35</a>	RESPONSE to <a href="#">25</a> Motion to Dismiss,, by Defendant 4Internet, LLC.. Replies due by 6/14/2019. (Attachments: # <a href="#">1</a> Declaration of Michael Levy) (Isenberg, Ryan) (Entered: 06/07/2019)
06/21/2019	<a href="#">36</a>	REPLY to Response to <a href="#">25</a> Motion to Dismiss,, by Counter Defendants Mathew Higbee, Robert Miller, Christopher Sadowski, The Law Firm of Higbee & Associates, APC, Plaintiff Robert Miller. (Attachments: # <a href="#">1</a> Exhibit Exhibit A) (Higbee, Mathew) (Entered: 06/21/2019)
06/21/2019	<a href="#">37</a>	REQUEST for Judicial Notice re <a href="#">36</a> Reply, by Counter Defendants Mathew Higbee, Robert Miller, Christopher Sadowski, The Law Firm of Higbee & Associates, APC, Plaintiff Robert Miller. (Attachments: # <a href="#">1</a> Exhibit Exhibit B) (Higbee, Mathew) (Entered: 06/21/2019)
07/03/2019	<a href="#">38</a>	RESPONSE to <a href="#">37</a> Request for Judicial Notice, by Defendant 4Internet, LLC.. (Isenberg, Ryan) (Entered: 07/03/2019)
01/08/2020	<a href="#">39</a>	ORDER granting in part <a href="#">25</a> Motion to Dismiss; 4Internet has until January 20, 2020, to file its amended counter-complaint. Signed by Judge Jennifer A. Dorsey on 1/8/2020. (Copies have been distributed pursuant to the NEF - JM) (Entered: 01/08/2020)
01/19/2020	<a href="#">40</a>	Amended COUNTERCLAIM against Mathew Higbee, Robert Miller, Christopher Sadowski, The Law Firm of Higbee & Associates, APC by 4Internet, LLC.. (Attachments: # <a href="#">1</a> Exhibits A-D, # <a href="#">2</a> Exhibit E) (Isenberg, Ryan) (Entered: 01/19/2020)
02/09/2020	<a href="#">41</a>	MOTION to Dismiss re <a href="#">40</a> Amended Counterclaims by Counter Defendants Mathew Higbee, Mathew Higbee, Robert Miller, Robert Miller, Christopher Sadowski, Christopher Sadowski, The Law Firm of Higbee & Associates, APC, The Law Firm of Higbee & Associates, APC, Plaintiff Robert Miller. Responses due by 2/23/2020. (Attachments: # <a href="#">1</a> Declaration of Jason Dora, # <a href="#">2</a> Exhibit A, # <a href="#">3</a> Exhibit B) (Higbee, Mathew) <u>Modified to link to underlying document on 2/10/2020 (EDS).</u> (Entered: 02/09/2020)
02/21/2020	<a href="#">42</a>	Joint MOTION Continue Stay of Discovery re 24 Miscellaneous Hearing,,, by Defendant 4Internet, LLC.. Responses due by 3/6/2020. (Isenberg, Ryan) (Entered: 02/21/2020)
02/21/2020	<a href="#">43</a>	RESPONSE to <a href="#">41</a> Motion to Dismiss, by Counter Claimant 4Internet, LLC.. Replies due by 2/28/2020. (Isenberg, Ryan) (Entered: 02/21/2020)
02/26/2020	<a href="#">44</a>	ORDER granting <a href="#">42</a> Motion; discovery is STAYED until 14 days after the court's decision on the Motion to Dismiss the Amended Counterclaim (ECF No. 42).  IT IS FURTHER ORDERED that the parties must file a proposed discovery plan and scheduling order 14 days after the court's decision on the Motion to Dismiss the Amended Counterclaim.



		<p>Status Hearing set for 10/14/2020 at 10:30 AM in LV Courtroom 3D before Magistrate Judge Cam Ferenbach.</p> <p>Signed by Magistrate Judge Cam Ferenbach on 2/25/2020. (Copies have been distributed pursuant to the NEF - JM) (Entered: 02/26/2020)</p>
02/28/2020	<a href="#">45</a>	<p>REPLY to <a href="#">43</a> Response to <a href="#">41</a> Motion to Dismiss by Counter Defendants Mathew Higbee, Mathew Higbee, Robert Miller, Robert Miller, Christopher Sadowski, Christopher Sadowski, The Law Firm of Higbee &amp; Associates, APC, The Law Firm of Higbee &amp; Associates, APC, Plaintiff Robert Miller. (Higbee, Mathew) <u>Modified to link to underlying motion on 3/2/2020 (EDS).</u> (Entered: 02/28/2020)</p>
07/09/2020	<a href="#">46</a>	<p>NOTICE of Change of Address by Troy I. Isaacson. (isaacson, Troy) (Entered: 07/09/2020)</p>
07/10/2020	<a href="#">47</a>	<p>ORDER granting <a href="#">41</a> Motion to Dismiss. 4Internet's counterclaims are DISMISSED with prejudice, except for its counterclaim against Sadowski seeking a declaration of noninfringement, which is DISMISSED without prejudice. Signed by Judge Jennifer A. Dorsey on 7/10/2020.(Copies have been distributed pursuant to the NEF - HAM) (Entered: 07/10/2020)</p>
07/23/2020	<a href="#">48</a>	<p>NOTICE of Service of Subpoena by 4Internet, LLC.. (Isenberg, Ryan) (Entered: 07/23/2020)</p>
07/23/2020	<a href="#">49</a>	<p>NOTICE of Constitutional Challenge by 4Internet, LLC.. (Isenberg, Ryan) (Entered: 07/23/2020)</p>
07/23/2020	<a href="#">50</a>	<p><b>VIEW <a href="#">53</a> corrected image to</b> Joint Proposed Discovery Plan and Scheduling Order by Defendant 4Internet, LLC.. (Isenberg, Ryan) Modified on 7/27/2020 (MMM). (Entered: 07/23/2020)</p>
07/23/2020	<a href="#">51</a>	<p>MINUTE ORDER IN CHAMBERS of the Honorable Magistrate Judge Cam Ferenbach on 7/23/2020. Re: <a href="#">50</a> Joint Proposed Discovery Plan and Scheduling Order by Defendant 4Internet, LLC. Motion Hearing set for 7/28/2020 at 10:00 AM in LV Chambers - Telephonic before Magistrate Judge Cam Ferenbach. The call-in telephone number is (888) 273-3658, access code: 3912597. (Copies have been distributed pursuant to the NEF - JM) (JM). Modified to attach on 7/23/2020 (JM). (Entered: 07/23/2020)</p>
07/24/2020	52	<p>CLERK'S NOTICE of violation of Local Rule LR IC 5-1. Attorney Action Required to ECF No. <a href="#">50</a> . Document not signed by filing attorney(s).</p> <p>Attorney Ryan Isenberg is advised to correct the deficiency and refile using the event <i>Notice of Corrected Image/Document</i> and link to <a href="#">50</a> . Do not link to this notice.</p> <p><b>(no image attached)</b> (MMM) (Entered: 07/24/2020)</p>
07/27/2020	<a href="#">53</a>	<p>NOTICE of Corrected Image/Document re <a href="#">50</a> Discovery Plan and Scheduling Order by Defendant 4Internet, LLC.. (Service of corrected image is attached.) (Isenberg, Ryan) (Entered: 07/27/2020)</p>
07/27/2020	<a href="#">54</a>	<p>SCHEDULING ORDER granting <a href="#">50</a> Discovery Plan and Scheduling Order Discovery due by 3/1/2021. Motions due by 3/31/2021. Proposed Joint Pretrial Order due by 4/30/2021. The discovery hearing scheduled for July 28, 2020, is VACATED. Signed by Magistrate Judge Cam Ferenbach on 7/27/2020.(Copies have been distributed pursuant to the NEF - JM) (Entered: 07/27/2020)</p>
07/27/2020	55	<p>NOTICE PURSUANT TO LOCAL RULE IB 2-2: In accordance with 28 USC § 636(c) and FRCP 73, the parties in this action are provided with a link to the "AO 85 Notice of Availability, Consent, and Order of Reference - Exercise of Jurisdiction by a U.S.</p>

		Magistrate Judge" form on the Court's website - <a href="http://www.nvd.uscourts.gov">www.nvd.uscourts.gov</a> . <b>AO 85 Consent forms should NOT be electronically filed.</b> Upon consent of all parties, counsel are advised to manually file the form with the Clerk's Office. (A copy of form AO 85 has been mailed to parties not receiving electronic service.) <b>(no image attached)</b> (JM) (Entered: 07/27/2020)
09/06/2020	<a href="#">56</a>	MOTION to Quash <i>Subpoena to NYP Holdings, Inc.</i> re <a href="#">48</a> Notice (Other) by Plaintiff Robert Miller. (Higbee, Mathew) (Entered: 09/06/2020)
09/06/2020	<a href="#">57</a>	MOTION to Quash <i>Subpoena to NYP Holdings, Inc.</i> re <a href="#">48</a> Notice (Other) by Movant Christopher Sadowski. (Higbee, Mathew) (Entered: 09/06/2020)
09/06/2020	<a href="#">58</a>	MOTION to Stay Discovery re <a href="#">48</a> Notice (Other) by Plaintiff Robert Miller. (Higbee, Mathew) (Entered: 09/06/2020)
09/06/2020	<a href="#">59</a>	MOTION to Stay Discovery re <a href="#">48</a> Notice (Other) by Movant Christopher Sadowski. (Higbee, Mathew) (Entered: 09/06/2020)
09/11/2020	<a href="#">60</a>	RESPONSE to <a href="#">59</a> Motion to Stay Discovery, <a href="#">56</a> Motion to Quash, <a href="#">58</a> Motion to Stay Discovery, <a href="#">57</a> Motion to Quash by Defendant 4Internet, LLC.. Replies due by 9/18/2020. (Attachments: # <a href="#">1</a> Declaration of Ryan Isenberg) (Isenberg, Ryan) (Entered: 09/11/2020)
09/11/2020	61	CLERK'S NOTICE of violation of Local Rules. Attorney Action Required to ECF No. <a href="#">60</a> . Document was not filed pursuant to LR IC 2-2(b). For each type of relief requested or purpose, a separate document must be filed.  Attorney <b>Ryan Isenberg</b> is advised to refile ECF No. <a href="#">60</a> using the correct "Motion for Attorney's Fees" event to be in compliance with LR IC 2-2(b) and LR IC 2-2(c) by filing two separate documents for each request or purpose. Do NOT refile the Response.  <b>(no image attached)</b> (MMM) (Entered: 09/11/2020)
09/20/2020	<a href="#">62</a>	REPLY to Response to <a href="#">59</a> Motion to Stay Discovery, <a href="#">56</a> Motion to Quash, <a href="#">58</a> Motion to Stay Discovery, <a href="#">57</a> Motion to Quash by Plaintiff Robert Miller, Movant Christopher Sadowski. (Attachments: # <a href="#">1</a> Declaration of Mathew K. Higbee, # <a href="#">2</a> Exhibit A, # <a href="#">3</a> Exhibit B) (Higbee, Mathew) (Entered: 09/20/2020)
09/22/2020	<a href="#">63</a>	MOTION for Leave to File <i>Surreply</i> re <a href="#">62</a> Reply, by Defendant 4Internet, LLC.. (Attachments: # <a href="#">1</a> Proposed Surreply) (Isenberg, Ryan) (Entered: 09/22/2020)
09/24/2020	<a href="#">64</a>	NOTICE <i>Acknowledgement of Constitutional Challenge</i> by AMERICA UNITED STATES OF re <a href="#">49</a> Notice (Other). (Pearson, Skyler) (Entered: 09/24/2020)
10/06/2020	<a href="#">65</a>	Joint MOTION (Joint Request) for Clarification Re: Status Hearing Scheduled for 10/14 re <a href="#">44</a> Order on Motion,,,,, by Defendant 4Internet, LLC.. Responses due by 10/20/2020. (Isenberg, Ryan) (Entered: 10/06/2020)
10/07/2020	<a href="#">66</a>	ORDER that the status hearing scheduled for October 14, 2020, is VACATED. Signed by Magistrate Judge Cam Ferenbach on 10/6/2020. (Copies have been distributed pursuant to the NEF - JM) (Entered: 10/07/2020)
10/09/2020	<a href="#">67</a>	ORDER denying <a href="#">56</a> Motion to Quash; ORDER denying <a href="#">57</a> Motion to Quash; ORDER denying <a href="#">58</a> Motion to Stay Discovery; ORDER denying <a href="#">59</a> Motion to Stay Discovery; ORDER denying <a href="#">63</a> Motion for Leave to File Document; ORDER denying as moot <a href="#">65</a> Motion; Signed by Magistrate Judge Cam Ferenbach on 10/9/2020. (Copies have been distributed pursuant to the NEF - JM) (Entered: 10/09/2020)
11/30/2020	<a href="#">68</a>	MOTION to Compel by Defendant 4Internet, LLC.. Responses due by 12/14/2020. (Attachments: # <a href="#">1</a> Brief in Support of Motion to Compel, # <a href="#">2</a> Declaration of Counsel

		Regarding Efforts to Meet and Confer) (Isenberg, Ryan) (Entered: 11/30/2020)
12/14/2020	<a href="#">69</a>	RESPONSE to <a href="#">68</a> Motion to Compel by Plaintiff Robert Miller. Replies due by 12/21/2020. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B) (Higbee, Mathew) (Entered: 12/14/2020)
12/17/2020	<a href="#">70</a>	REPLY to Response to <a href="#">68</a> Motion to Compel by Defendant 4Internet, LLC.. (Isenberg, Ryan) (Entered: 12/17/2020)
12/21/2020	<a href="#">71</a>	MINUTE ORDER IN CHAMBERS of the Honorable Magistrate Judge Cam Ferenbach on 12/21/2020. Re: <a href="#">68</a> MOTION to Compel by Defendant 4Internet, LLC. Motion Hearing set for 1/26/2021 at 01:00 PM in LV Courtroom 3D by videoconference before Magistrate Judge Cam Ferenbach. (Copies have been distributed pursuant to the NEF - JM) (Entered: 12/28/2020)
12/28/2020	<a href="#">72</a>	Joint STATUS REPORT by Defendant 4Internet, LLC.. (Isenberg, Ryan) (Entered: 12/28/2020)
01/15/2021	<a href="#">73</a>	MOTION for Protective Order by Plaintiff Robert Miller. (Attachments: # <a href="#">1</a> Declaration of Saba A. Basria, # <a href="#">2</a> Exhibit A, # <a href="#">3</a> Exhibit B, # <a href="#">4</a> Exhibit C) (Higbee, Mathew) (Entered: 01/15/2021)
01/20/2021	<a href="#">74</a>	RESPONSE to <a href="#">73</a> Motion for Protective Order by Defendant 4Internet, LLC.. Replies due by 1/27/2021. (Isenberg, Ryan) (Entered: 01/20/2021)
01/22/2021	<a href="#">75</a>	ORDER. IT IS HEREBY ORDERED that a video conference hearing on <a href="#">73</a> the Motion for Protective Order is scheduled for 1:00 PM, 1/26/2021. Signed by Magistrate Judge Cam Ferenbach on 1/22/2021. (Copies have been distributed pursuant to the NEF - MR) (Entered: 01/22/2021)
01/26/2021	76	<p>MINUTES OF PROCEEDINGS - Motion Hearing held on 1/26/2021 before Magistrate Judge Cam Ferenbach. Crtrm Administrator: <i>T. Renfro</i>; Pla Counsel: <i>Mathew Higbee</i>; Def Counsel: <i>Troy Isaacson, Ryan Isenberg</i>; Recording start and end times: <i>12:56 - 1:47 PM</i>; Courtroom: <i>3D</i>;</p> <p>All parties appeared via video conference. The Court makes preliminary remarks and hears representations of counsel. ORDERED that <a href="#">68</a> Motion to Compel is GRANTED in PART. The deadline to answer interrogatories and produce documents is March 26, 2021. FURTHER ORDERED that <a href="#">73</a> Motion for Protective Order is GRANTED. The courtroom deputy will send an audio file to counsel.</p> <p>(Copies have been distributed pursuant to the NEF - TR) (Entered: 01/26/2021)</p>
02/03/2021	<a href="#">77</a>	Joint STIPULATION FOR EXTENSION OF TIME (First Request) <i>on all Unexpired Case Deadlines</i> by Defendant 4Internet, LLC... (Isenberg, Ryan) (Entered: 02/03/2021)
02/03/2021	<a href="#">78</a>	ORDER granting <a href="#">77</a> Stipulation to Extend Discovery. Discovery due by 4/30/2021. Motions due by 6/1/2021. Proposed Joint Pretrial Order due by 7/1/2021. Signed by Magistrate Judge Cam Ferenbach on 2/3/2021. (Copies have been distributed pursuant to the NEF - HAM) (Entered: 02/03/2021)
02/09/2021	<a href="#">79</a>	OBJECTION/APPEAL Magistrate Judge order or ruling under LR IB 3-1 re 76 Order on Motion to Compel,,, Order on Motion for Protective Order,,, Motion Hearing,,, by Plaintiff Robert Miller. Responses due by 2/23/2021. (Higbee, Mathew) (Entered: 02/09/2021)
02/19/2021	<a href="#">80</a>	RESPONSE to <a href="#">79</a> Objection/Appeal Magistrate Judge Order/Ruling LR IB 3-1 by Defendant 4Internet, LLC.. (Isenberg, Ryan) (Entered: 02/19/2021)

02/22/2021	<a href="#"><u>81</u></a>	<b>VIEW <a href="#"><u>83</u></a> corrected image to</b> MOTION/VERIFIED PETITION for Permission to Practice Pro Hac Vice by Ryan E. Carreon and DESIGNATION of Local Counsel Mathew K. Higbee (Filing fee \$ 250 receipt number 0978-6377461) by Plaintiff Robert Miller. (Attachments: # <a href="#"><u>1</u></a> Exhibit A, # <a href="#"><u>2</u></a> Certificate of Good Standing for Ryan E. Carreon) (Higbee, Mathew) Modified on 3/15/2021 (MMM). (Entered: 02/22/2021)
03/01/2021	<a href="#"><u>82</u></a>	MINUTE ORDER IN CHAMBERS of the Honorable Judge Jennifer A. Dorsey on 3/1/2021. Re: <a href="#"><u>81</u></a> Motion for Permission to Practice Pro Hac Vice - Verified Petition. The verified petition does not comply with LR IA 11-2(b)(3). Counsel failed to attach the required "certification issued within six months before the date of filing of the verified petition [showing] that the applicant's membership is in good standing <b>from the state bar or from the clerk of court of the supreme court or highest admitting court of every state, territory, or insular possession of the United States</b> in which the applicant has been admitted to practice law." The certificate that counsel submitted from the United States District Court for the Central District of California does not satisfy this requirement. Counsel is advised to obtain the required certification, attach it to an amended petition, file the amended petition under the event titled "Notice of Corrected Image/Document," and link the amended petition to the originally filed petition. ( <b>no image attached</b> ) (Copies have been distributed pursuant to the NEF - CH) (Entered: 03/01/2021)
03/15/2021	<a href="#"><u>83</u></a>	NOTICE of Corrected Image/Document re <a href="#"><u>81</u></a> MOTION/VERIFIED PETITION for Permission to Practice Pro Hac Vice <del>82-Minute Order</del> , by Plaintiff Robert Miller. (Service of corrected image is attached.) (Attachments: # <a href="#"><u>1</u></a> Exhibit A, # <a href="#"><u>2</u></a> Certificate of Good Standing for Ryan E. Carreon) (Higbee, Mathew) <u>Modified on 3/15/2021 to reflect correct docket entry relationship</u> (MMM). (Entered: 03/15/2021)
03/17/2021	<a href="#"><u>84</u></a>	Joint MOTION to Stay Case re <a href="#"><u>79</u></a> Objection/Appeal Magistrate Judge Order/Ruling LR IB 3-1, <a href="#"><u>78</u></a> Order on Stipulation,, Scheduling Order, by Defendant 4Internet, LLC.. (Attachments: # <a href="#"><u>1</u></a> Proposed Order) (Isenberg, Ryan) (Entered: 03/17/2021)
03/18/2021	<a href="#"><u>85</u></a>	ORDER granting <a href="#"><u>84</u></a> Motion to Stay Discovery. The parties will confer and submit a joint stipulation as to the deadlines within seven days after the Court has ruled on the Objection. Signed by Magistrate Judge Cam Ferenbach on 3/18/2021. (Copies have been distributed pursuant to the NEF - DRS) (Entered: 03/18/2021)
03/19/2021	<a href="#"><u>86</u></a>	ORDER granting <a href="#"><u>81</u></a> Verified Petition for Permission to Practice Pro Hac Vice for Attorney Ryan Carreon for Robert Miller and approving Designation of Local Counsel Mathew Higbee. Signed by Judge Jennifer A. Dorsey on 3/19/2021. Any Attorney not yet registered with the Court's CM/ECF System shall submit a Registration Form on the Court's website <a href="http://www.nvd.uscourts.gov">www.nvd.uscourts.gov</a> (Copies have been distributed pursuant to the NEF - DRS) (Entered: 03/19/2021)
07/27/2021	<a href="#"><u>87</u></a>	ORDER. IT IS THEREFORE ORDERED that <a href="#"><u>79</u></a> Plaintiff Robert Miller's Objection to Order Granting Motion to Compel is OVERRULED. The parties must confer and submit a joint stipulation regarding deadlines by August 4, 2021.Signed by Judge Jennifer A. Dorsey on 7/27/2021. (Copies have been distributed pursuant to the NEF - YAW) Modified on 7/28/2021 (EDS). (Entered: 07/27/2021)
08/04/2021	<a href="#"><u>88</u></a>	Joint STIPULATION re Discovery Deadlines re <a href="#"><u>78</u></a> Order, by Defendant 4Internet, LLC. (Isenberg, Ryan) (Entered: 08/04/2021)
08/05/2021	<a href="#"><u>89</u></a>	ORDER Denying <a href="#"><u>88</u></a> Stipulation Extending Unexpired Deadlines. IT IS HEREBY ORDERED that the Stipulation Extending Unexpired Deadlines (ECF NO. <a href="#"><u>88</u></a> ) is DENIED without prejudice. Signed by Magistrate Judge Cam Ferenbach on 8/5/2021. (Copies have been distributed pursuant to the NEF - YAW) (Entered: 08/06/2021)



08/12/2021	<a href="#"><u>90</u></a>	Joint STIPULATION FOR EXTENSION OF TIME (Second Request) re Discovery re <a href="#"><u>85</u></a> Order on Motion to Stay Case,,, <a href="#"><u>87</u></a> Order on Objection/Appeal Magistrate Judge Order/Ruling LR IB 3-1,,, <a href="#"><u>78</u></a> Order on Stipulation,, Scheduling Order, by Defendant 4Internet, LLC.. (Isenberg, Ryan) (Entered: 08/12/2021)
08/13/2021	<a href="#"><u>91</u></a>	ORDER Granting <a href="#"><u>90</u></a> Amended Stipulation Extending Unexpired Deadlines (Second Request) re <a href="#"><u>85</u></a> Order on Motion to Stay Case, <a href="#"><u>87</u></a> Order on Objection/Appeal Magistrate Judge Order/Ruling LR IB 3-1, <a href="#"><u>78</u></a> Order on Stipulation, Scheduling Order. Discovery due by 10/4/2021. Motions due by 11/1/2021. Proposed Joint Pretrial Order due by 12/1/2021. Signed by Magistrate Judge Cam Ferenbach on 8/13/2021. (Copies have been distributed pursuant to the NEF - YAW) (Entered: 08/13/2021)
08/31/2021	<a href="#"><u>92</u></a>	STIPULATED PROTECTIVE ORDER by Plaintiff Robert Miller. (Carreon, Ryan) (Entered: 08/31/2021)
08/31/2021	<a href="#"><u>93</u></a>	PROTECTIVE ORDER. ORDER Granting <a href="#"><u>92</u></a> Stipulated Protective Order. Signed by Magistrate Judge Cam Ferenbach on 8/31/2021. (Copies have been distributed pursuant to the NEF - YAW) (Entered: 09/01/2021)
11/01/2021	<a href="#"><u>94</u></a>	MOTION for Summary Judgment by Defendant 4Internet, LLC.. Responses due by 11/22/2021. (Attachments: # <a href="#"><u>1</u></a> Exhibit (A) Deposition Excerpts of Robert Miller, # <a href="#"><u>2</u></a> Exhibit (A-1) Miller Depo. Ex. 1 (NYP Production), # <a href="#"><u>3</u></a> Exhibit (A-2) Miller Depo. Ex. 2 (Rachman E-mail), # <a href="#"><u>4</u></a> Exhibit (A-3) Miller Depo. Ex. 3 (Fred the Goat Story), # <a href="#"><u>5</u></a> Exhibit (A-4) Miller Depo. Ex. 6 (GS to RM E-mail), # <a href="#"><u>6</u></a> Exhibit (A-5) Miller Depo. Ex. 7 (GS to RM E-mail), # <a href="#"><u>7</u></a> Exhibit (A-6) Miller Depo. Ex. 8 (Goat copyright certificate), # <a href="#"><u>8</u></a> Exhibit (A-7) Miller Depo. Ex. 11 (Miller Resp. to ROGS), # <a href="#"><u>9</u></a> Exhibit (A-8) Miller Depo. Ex. 14 (unsigned license), # <a href="#"><u>10</u></a> Exhibit (B) Deposition Excerpts of Michael Levy, # <a href="#"><u>11</u></a> Exhibit (B-1) Levy Depo. Ex. 4 (result page), # <a href="#"><u>12</u></a> Exhibit (B-2) Levy Depo. Ex. 8 (html of 4jewish.com page), # <a href="#"><u>13</u></a> Exhibit (B-3) Levy Depo. Ex. 10 (html of NYP story page (10/01/2018), # <a href="#"><u>14</u></a> Exhibit (B-4) Levy Depo. Ex. 11 (Higbee Visits) (Filed Manually), # <a href="#"><u>15</u></a> Exhibit (B-5) Levy Depo. Ex. 13 (html of NYP story page (01/11/2018), # <a href="#"><u>16</u></a> Exhibit (B-6) Levy Depo. Ex. 14 (Blacklisted images) (Filed Manually), # <a href="#"><u>17</u></a> Exhibit (B-7) Levy Depo. Ex. 18 (NYP RSS feed 01/20/20), # <a href="#"><u>18</u></a> Exhibit (B-8) Levy Depo. Ex. 20 (visits to the goat page) (Filed Manually), # <a href="#"><u>19</u></a> Exhibit (B-9) Levy Depo. Ex. 22 (Amended Expert Report), # <a href="#"><u>20</u></a> Exhibit (C) Levy Declaration, # <a href="#"><u>21</u></a> Exhibit (D) Google Documents, # <a href="#"><u>22</u></a> Exhibit (E) Deposition Excerpts of Christopher Sadowski, # <a href="#"><u>23</u></a> Exhibit (F) Deposition Excerpts of Eugene Sadowski, # <a href="#"><u>24</u></a> Exhibit (F-1) Eugene Depo. Ex. 2 (nutty news demand), # <a href="#"><u>25</u></a> Exhibit (F-2) Eugene Depo. Ex. 7 (pages 3-4 only)) (Isenberg, Ryan) (Entered: 11/01/2021)
11/01/2021	<a href="#"><u>95</u></a>	NOTICE of Manual Filing by Defendant 4Internet, LLC. re <a href="#"><u>94</u></a> Motion for Summary Judgment,,,,,, Object: Thumb/Flash Drive, Volume(s): 1, Description: Docket Nos. 94-14, 94/16, and 94-18, manually filed with the Clerk's Office. (Isenberg, Ryan) (Entered: 11/01/2021)
11/01/2021	<a href="#"><u>96</u></a>	NOTICE of Change of Address by Troy L. Isaacson. (isaacson, Troy) (Entered: 11/01/2021)
11/01/2021	<a href="#"><u>97</u></a>	MOTION for Summary Judgment by Counter Defendants Robert Miller, Robert Miller, Plaintiff Robert Miller. Responses due by 11/22/2021. (Attachments: # <a href="#"><u>1</u></a> Separate Statement of Undisputed Facts, # <a href="#"><u>2</u></a> Index of Exhibits and Evidence, # <a href="#"><u>3</u></a> Declaration of Robert Miller, # <a href="#"><u>4</u></a> Declaration Eugene Sadowski, # <a href="#"><u>5</u></a> Declaration of Ryan E. Carreon) (Carreon, Ryan) (Entered: 11/01/2021)
11/03/2021	<a href="#"><u>98</u></a>	MOTION for Sanctions for Spoliation of Evidence and re 76 Order, filed by Defendant 4Internet, LLC.. Responses due by 11/17/2021. (Attachments: # <a href="#"><u>1</u></a> Exhibit (A) (Plaintiff's Initial Disclosures), # <a href="#"><u>2</u></a> Exhibit (B) (Sample Demand Letters), # <a href="#"><u>3</u></a> Exhibit (C) (Miller

		Depo. Excerpts), # <a href="#">4</a> Exhibit (C-1) Miller Depo. Ex. 6, # <a href="#">5</a> Exhibit (D) (C. Sadowski Depo. Excerpts), # <a href="#">6</a> Exhibit (E) (E. Sadowski Depo. Excerpts)) (Isenberg, Ryan) (Entered: 11/03/2021)
11/09/2021	<a href="#">99</a>	NOTICE of Refiling of Index of Exhibits and Evidence by Robert Miller re <a href="#">97</a> Motion for Summary Judgment,. (Attachments: # <a href="#">1</a> Index of Exhibits And Evidence) (Carreon, Ryan) (Entered: 11/09/2021)
11/16/2021	<a href="#">100</a>	RESPONSE to <a href="#">98</a> Motion for Sanctions,, by Plaintiff Robert Miller. Replies due by 11/23/2021. (Attachments: # <a href="#">1</a> Declaration of Ryan E. Carreon) (Higbee, Mathew) (Entered: 11/16/2021)
11/17/2021	<a href="#">101</a>	RESPONSE to <a href="#">94</a> Motion for Summary Judgment,,,,,, by Interested Party United States of America. Replies due by 12/1/2021. (Pearson, Skyler) (Entered: 11/17/2021)
11/19/2021	<a href="#">102</a>	NOTICE of Refiling of Declaration of Ryan E. Carreon by Robert Miller. (Attachments: # <a href="#">1</a> Declaration of Ryan E. Carreon) (Higbee, Mathew) (Entered: 11/19/2021)
11/19/2021	<a href="#">103</a>	RESPONSE to <a href="#">97</a> Motion for Summary Judgment, by Defendant 4Internet, LLC.. Replies due by 12/3/2021. (Attachments: # <a href="#">1</a> Exhibit G (Levy Depo. Excerpts), # <a href="#">2</a> Exhibit H (Eugene Depo. Excerpts), # <a href="#">3</a> Exhibit I (Miller Depo Excerpts), # <a href="#">4</a> Exhibit J (Miller Depo Ex. 5), # <a href="#">5</a> Exhibit K (Miller Depo. Ex. 13), # <a href="#">6</a> Exhibit L (Isenberg Declaration with Exhibits)) (Isenberg, Ryan) (Entered: 11/19/2021)
11/22/2021	<a href="#">104</a>	NOTICE of Refiling of Index of Exhibits and Evidence re <a href="#">97</a> Motion for Summary Judgment by Robert Miller. (Attachments: # <a href="#">1</a> Index of Exhibits and Evidence) (Carreon, Ryan) Modified text on 11/23/2021 (MR). (Entered: 11/22/2021)
11/22/2021	<a href="#">105</a>	RESPONSE to <a href="#">94</a> Motion for Summary Judgment,,,,,, by Plaintiff Robert Miller. Replies due by 12/6/2021. (Attachments: # <a href="#">1</a> Statement of Genuine Disputes, # <a href="#">2</a> Index of Exhibits And Evidence, # <a href="#">3</a> Second Declaration of Eugene Sadowski, # <a href="#">4</a> Second Declaration of Ryan E. Carreon, # <a href="#">5</a> Evidentiary Objections) (Carreon, Ryan) (Entered: 11/22/2021)
11/23/2021	<a href="#">106</a>	REPLY to Response to <a href="#">98</a> Motion for Sanctions,, by Defendant 4Internet, LLC.. (Attachments: # <a href="#">1</a> Exhibit (1) Miller Depo. Excerpts, # <a href="#">2</a> Exhibit (2) Chris Depo. Excerpts, # <a href="#">3</a> Exhibit (3) Eugene Depo. Excerpts, # <a href="#">4</a> Exhibit (4) Levy Depo. Excerpts, # <a href="#">5</a> Exhibit (5) Isenberg Declaration) (Isenberg, Ryan) (Entered: 11/23/2021)
12/03/2021	<a href="#">107</a>	REPLY to Response to <a href="#">97</a> Motion for Summary Judgment, by Counter Defendants Robert Miller, Robert Miller, Plaintiff Robert Miller. (Carreon, Ryan) (Entered: 12/03/2021)
12/06/2021	<a href="#">108</a>	REPLY to Response to <a href="#">94</a> Motion for Summary Judgment,,,,,, by Defendant 4Internet, LLC.. (Attachments: # <a href="#">1</a> Excerpts of Deposition of Michael Levy, # <a href="#">2</a> Response to Plaintiff's Evidentiary Objection) (Isenberg, Ryan) (Entered: 12/06/2021)
02/22/2022	<a href="#">109</a>	ORDER Setting Hearing on <a href="#">98</a> MOTION for Sanctions. Motion Hearing set for 3/21/2022 at 11:00 AM by Videoconference before Magistrate Judge Cam Ferenbach. Signed by Magistrate Judge Cam Ferenbach on 2/22/2022. (Copies have been distributed pursuant to the NEF - HAM) (Entered: 02/23/2022)
03/21/2022	<a href="#">110</a>	MOTION to Stay Case by Plaintiff Robert Miller. Responses due by 4/4/2022. (Carreon, Ryan) (Entered: 03/21/2022)
03/21/2022	111	MINUTES OF PROCEEDINGS - Motion Hearing held on 3/21/2022 before Magistrate Judge Cam Ferenbach. Crtrm Administrator: <i>T. Renfro</i> ; Pla Counsel: <i>Ryan Carreon</i> ; Def Counsel: <i>Troy Isaacson, Ryan Isenberg</i> ; Recording start and end times: <i>10:58 - 11:26 am</i> ; Courtroom: <i>3D</i> ;

		<p>All parties appeared via video conference for this hearing. The Court makes preliminary remarks and hears representations of the parties. The plaintiff concedes that there is no relevant image on the defendant's website. The only issue is that there is an online link. IT IS ORDERED that <a href="#">98</a> Motion for Sanctions is DENIED WITHOUT PREJUDICE.</p> <p>(Copies have been distributed pursuant to the NEF - TR) (Entered: 03/21/2022)</p>
03/22/2022	<a href="#">112</a>	RESPONSE to <a href="#">110</a> Motion to Stay Case by Defendant 4Internet, LLC.. Replies due by 3/29/2022. (Isenberg, Ryan) (Entered: 03/22/2022)
03/29/2022	<a href="#">113</a>	REPLY to <a href="#">112</a> Response to <a href="#">110</a> Motion to Stay Case by Plaintiff Robert Miller. (Higbee, Mathew) Modified to link to underlying motion on 3/30/2022 (EDS). (Entered: 03/29/2022)
03/30/2022	114	CLERK'S NOTICE Regarding Local Rule IC 5-1(b). ECF No. <a href="#">113</a> was not filed pursuant to LR IC 5-1(b). Please note the signatory must be the attorney or pro se party who electronically files the document. No further action is required concerning this document at this time. <b>(no image attached)</b> (EDS) (Entered: 03/30/2022)
04/20/2022	115	<p>MINUTE ORDER IN CHAMBERS of the Honorable Judge Jennifer A. Dorsey on 4/20/2022. <b>NOTICE of ACTION required.</b> ECF No. <a href="#">97</a> was not filed in compliance with Local Rules IC 2-2 and IA 10-3. These rules require a party filing exhibits to provide an index of exhibits; each exhibit must include a cover sheet describing the exhibit's contents; and each exhibit must be attached as a separate file (not as part of the base document). Please <b>refile this document and its exhibits in a manner that complies with these rules within 5 days.</b> Failure to do so may result in the denial of this motion without prejudice.</p> <p>(Copies have been distributed pursuant to the NEF - AT) (Entered: 04/20/2022)</p>
04/20/2022	<a href="#">116</a>	EXHIBIT <i>INDEX</i> to <a href="#">97</a> Motion for Summary Judgment, by Plaintiff Robert Miller. (Attachments: # <a href="#">1</a> Exhibit 1, # <a href="#">2</a> Exhibit 2, # <a href="#">3</a> Exhibit 3, # <a href="#">4</a> Exhibit 4, # <a href="#">5</a> Exhibit 5, # <a href="#">6</a> Exhibit 6, # <a href="#">7</a> Exhibit 7, # <a href="#">8</a> Exhibit 8, # <a href="#">9</a> Exhibit 9, # <a href="#">10</a> Exhibit 10, # <a href="#">11</a> Exhibit 11, # <a href="#">12</a> Exhibit 12, # <a href="#">13</a> Exhibit 13, # <a href="#">14</a> Exhibit 14, # <a href="#">15</a> Exhibit 15, # <a href="#">16</a> Exhibit 16, # <a href="#">17</a> Exhibit 17, # <a href="#">18</a> Exhibit 18, # <a href="#">19</a> Exhibit 19, # <a href="#">20</a> Exhibit 20, # <a href="#">21</a> Exhibit 21, # <a href="#">22</a> Exhibit 22) (Higbee, Mathew) (Entered: 04/20/2022)
07/05/2022	<a href="#">117</a>	<p>ORDER. IT IS THEREFORE ORDERED that 4Internet, LLC's motion for summary judgment [ECF No. <a href="#">97</a> ] is GRANTED and Robert Miller's motion for summary judgment [ECF No. <a href="#">94</a> ] is DENIED. The Clerk of Court is directed to ENTER SUMMARY JUDGMENT in favor of the defendant and CLOSE THIS CASE.</p> <p>IT IS FURTHER ORDERED that Miller's motion to stay [ECF No. <a href="#">110</a> ] is DENIED. Signed by Judge Jennifer A. Dorsey on 7/5/2022. (Copies have been distributed pursuant to the NEF - YAW) (Entered: 07/05/2022)</p>
07/05/2022	<a href="#">118</a>	JUDGMENT entered in favor of Defendant 4Internet, LLC., and against Plaintiff Robert Miller. Signed by Clerk of Court Debra K. Kempf on 7/5/2022. (Copies have been distributed pursuant to the NEF - YAW) (Entered: 07/05/2022)
07/06/2022	<a href="#">119</a>	AO 121 - REPORT on the filing or determination of an action or appeal regarding a copyright. Mailed to the Register of Copyrights, Copyright Office. (Attachments: # <a href="#">1</a> Order - Summary Judgment, # <a href="#">2</a> Judgment) (YAW) (Entered: 07/06/2022)
07/06/2022	<a href="#">120</a>	BILL OF COSTS by Defendant 4Internet, LLC.. Objection to Bill of Costs due by 7/20/2022. Tax Bill of Costs by 7/27/2022. (Attachments: # <a href="#">1</a> Declaration) (Isenberg, Ryan) (Entered: 07/06/2022)

07/11/2022	<a href="#">121</a>	MOTION for Attorney Fees by Defendant 4Internet, LLC.. (Postjudgment) by Defendant 4Internet, LLC.. Responses due by 7/25/2022. (Attachments: # <a href="#">1</a> Miller Deposition Excerpts, # <a href="#">2</a> Levy Deposition Excerpts, # <a href="#">3</a> Brief in Support of Motion)(Isenberg, Ryan) (Entered: 07/11/2022)
07/11/2022	<a href="#">122</a>	DECLARATION of Ryan Isenberg in Support of Motion for Attorney's Fees re <a href="#">121</a> Motion for Attorney Fees, by Defendant 4Internet, LLC... (Attachments: # <a href="#">1</a> Exhibit A (Spreadsheet of Fees and Expenses Charged by Ryan Isenberg), # <a href="#">2</a> Exhibit B (Fees and Expenses Charged by Troy Isaacson), # <a href="#">3</a> Exhibit C (Certain Expense Backup))(Isenberg, Ryan) (Entered: 07/11/2022)
07/19/2022	<a href="#">123</a>	MOTION for Attorney Fees <i>pursuant to 28 U.S.C. § 1927</i> re <a href="#">47</a> Order on Motion to Dismiss, <a href="#">39</a> Order on Motion to Dismiss, by Counter Defendants Mathew Higbee, Mathew Higbee, The Law Firm of Higbee & Associates, APC, The Law Firm of Higbee & Associates, APC. (Postjudgment) Responses due by 8/2/2022. (Attachments: # <a href="#">1</a> Declaration of Ryan E. Carreon)(Higbee, Mathew) (Entered: 07/19/2022)
07/25/2022	<a href="#">124</a>	STIPULATION FOR EXTENSION OF TIME (First Request) re <a href="#">123</a> Motion for Attorney Fees, by Defendant 4Internet, LLC.. (Attachments: # <a href="#">1</a> Proposed Order)(Isenberg, Ryan) (extend) (nondispositive) (Entered: 07/25/2022)
07/25/2022	<a href="#">125</a>	RESPONSE to <a href="#">121</a> Motion for Attorney Fees, by Plaintiff Robert Miller. Replies due by 8/1/2022. (Attachments: # <a href="#">1</a> Declaration of Ryan E. Carreon)(Higbee, Mathew) (Entered: 07/25/2022)
07/26/2022	126	CLERK'S NOTICE Regarding Local Rule IC 5-1(b). ECF No. <a href="#">125</a> was not filed pursuant to LR IC 5-1(b) by attorneys Mathew K. Higbee and Ryan E. Carreon. Please note the signatory must be the attorney or pro se party who electronically files the document. No further action is required concerning this document at this time. <b>Do not refile document. (no image attached)</b> (SLD) (Entered: 07/26/2022)
07/26/2022	<a href="#">127</a>	STIPULATION FOR EXTENSION OF TIME (First Request) to File Reply to <a href="#">125</a> Response to <a href="#">121</a> MOTION for Attorney Fees, by Defendant 4Internet, LLC. (Attachments: # <a href="#">1</a> Proposed Order)(Isenberg, Ryan) (extend) (nondispositive) Modified on 7/26/2022 to relink document (SLD). (Entered: 07/26/2022)
08/03/2022	128	MINUTE ORDER IN CHAMBERS of the Honorable Judge Jennifer A. Dorsey on 8/3/2022. Good cause appearing, IT IS ORDERED that the stipulations to extend briefing deadlines <a href="#">124</a> <a href="#">127</a> are GRANTED. 4Internet's deadline to file a reply in support of its motion for fees <a href="#">121</a> is extended to August 12, 2022, and its deadline to respond to the Higbee Counterclaim Defendants' motion for fees <a href="#">123</a> is extended to August 23, 2022. (Copies have been distributed pursuant to the NEF - JAD) (Entered: 08/03/2022)
08/04/2022	<a href="#">129</a>	NOTICE OF APPEAL by Plaintiff Robert Miller. Filing fee \$ 505, receipt number ANVDC-6999310. E-mail notice (NEF) sent to the US Court of Appeals, Ninth Circuit. (Higbee, Mathew) (Entered: 08/04/2022)
08/05/2022	<a href="#">130</a>	Designation of Transcripts and Transcript Order forms and instructions for <a href="#">129</a> Notice of Appeal. The forms may also be obtained on the Court's website at <a href="http://www.nvd.uscourts.gov">www.nvd.uscourts.gov</a> . (Attachments: # <a href="#">1</a> transcript order form) (EDS) (Entered: 08/05/2022)
08/08/2022	<a href="#">131</a>	COSTS TAXED in the amount of \$ \$6,067.15 against Robert Miller re <a href="#">120</a> Bill of Costs. (TRW) (Entered: 08/08/2022)
08/09/2022	<a href="#">134</a>	USCA ORDER for Time Schedule as to <a href="#">129</a> Notice of Appeal filed by Robert Miller. <b>USCA Case Number 22-16195</b> . (Copies have been distributed pursuant to the NEF - KF) (Entered: 08/12/2022)



08/11/2022	<a href="#">132</a>	RESPONSE to <a href="#">123</a> Motion for Attorney Fees, by Defendant 4Internet, LLC.. Replies due by 8/18/2022. (Attachments: # <a href="#">1</a> Declaration of Ryan Isenberg, # <a href="#">2</a> Excerpts from Deposition of Robert Miller)(Isenberg, Ryan) (Entered: 08/11/2022)
08/11/2022	<a href="#">133</a>	REPLY to Response to <a href="#">121</a> Motion for Attorney Fees, by Defendant 4Internet, LLC.. (Isenberg, Ryan) (Entered: 08/11/2022)
08/12/2022	<a href="#">135</a>	MOTION for Bond by Defendant 4Internet, LLC.. Responses due by 8/26/2022. (Isenberg, Ryan) (Postjudgment) (Entered: 08/12/2022)
08/22/2022	<a href="#">136</a>	Joint STIPULATION FOR EXTENSION OF TIME (First Request) to File Reply re <a href="#">123</a> MOTION for Attorney Fees pursuant to 28 U.S.C. § 1927 by Plaintiff Robert Miller. (Attachments: # <a href="#">1</a> Proposed Order)(Higbee, Mathew) (extend) (nondispositive) Modified to link to underlying motion on 8/23/2022 (EDS). (Entered: 08/22/2022)
08/24/2022	<a href="#">137</a>	REPLY to Response to <a href="#">123</a> Motion for Attorney Fees, by Counter Defendant The Law Firm of Higbee & Associates, APC. (Carreon, Ryan) Modified text on 8/25/2022 (EDS). (Entered: 08/24/2022)
08/26/2022	<a href="#">138</a>	RESPONSE to <a href="#">135</a> Motion for Bond by Plaintiff Robert Miller. Replies due by 9/2/2022. (Carreon, Ryan) (Entered: 08/26/2022)
08/30/2022	<a href="#">139</a>	ORDER Granting <a href="#">136</a> Stipulation to Extend Deadlines to File a Reply to <a href="#">123</a> Motion. Replies due by 8/24/2022. Signed by Judge Jennifer A. Dorsey on 8/30/2022.(Copies have been distributed pursuant to the NEF - KF) (Entered: 08/30/2022)
12/20/2022	<a href="#">140</a>	ORDER that 4Internets motion for attorneys fees and nontaxable costs [ECF No. <a href="#">121</a> ] is GRANTED in part. Judge Dorsey awards 4Internet \$93,577.95 in attorneys fees and \$6,026.47 in nontaxable costs. The Clerk of the Court is directed to ENTER AN AMENDED JUDGMENT accordingly. IT IS FURTHER ORDERED that 4Internets motion for an appeal bond [ECF No. <a href="#">135</a> ] is GRANTED in part. The court orders Miller to post a bond in the amount of \$7,500 if he wishes to continue pursuing his appeal. IT IS FURTHER ORDERED that Higbees motion for sanctions [ECF No. <a href="#">123</a> ] is DENIED. Signed by Judge Jennifer A. Dorsey on 12/20/2022. (Copies have been distributed pursuant to the NEF - TRW) (Entered: 12/20/2022)
12/20/2022	<a href="#">141</a>	AMENDED JUDGMENT on Attorney Fees in favor of 4Internet, LLC. against Robert Miller in the amount of \$93,577.95 in attorneys fees and \$6,026.47in nontaxable costs. Signed by Clerk of Court Debra K. Kempf on 12/20/2022. (Copies have been distributed pursuant to the NEF - TRW) (Main Document 141 replaced on 12/20/2022) (TRW). (Entered: 12/20/2022)
01/18/2023	<a href="#">142</a>	NOTICE OF APPEAL as to <a href="#">140</a> Order on Motion for Attorney Fees,,,,,, Order on Motion for Bond,,,,, by Counter Defendants Mathew Higbee, Mathew Higbee, The Law Firm of Higbee & Associates, APC, The Law Firm of Higbee & Associates, APC. Filing fee \$ 505, receipt number ANVDC-7176434. E-mail notice (NEF) sent to the US Court of Appeals, Ninth Circuit. (Higbee, Mathew) (Entered: 01/18/2023)
01/20/2023	<a href="#">143</a>	<b>ERROR: Filed incorrectly. Notice to counsel entered.</b> <del>NOTICE OF CERTIFICATE OF CASH DEPOSIT</del> by Robert Miller.. (Attachments: # <a href="#">1</a> Order, # <a href="#">2</a> Bond for Appeal) (Higbee, Mathew) (Entered: 01/20/2023)
01/23/2023	144	CLERK'S NOTICE. Attorney Action Required re <a href="#">143</a> Notice. ERROR: Document was not filed in accordance with the Local Rules. Certificates of Cash Deposit shall be filed in person or mailed to the Court, with a properly completed Certificate of Cash Deposit presented with the funds. Document <a href="#">143</a> terminated by the Clerk's Office. <b>(no image attached)</b> (EDS) (Entered: 01/23/2023)

01/25/2023	<a href="#">145</a>	USCA ORDER for Time Schedule as to <a href="#">142</a> Notice of Appeal, filed by The Law Firm of Higbee & Associates, APC, Mathew Higbee. <b>USCA Case Number 23-15102</b> . (Copies have been distributed pursuant to the NEF - TRW) (Entered: 01/25/2023)
01/31/2023	<a href="#">146</a>	BOND FOR APPEAL in the amount of \$7,500 by Plaintiff Robert Miller. Receipt # 55429. (Copies have been distributed pursuant to the NEF - TRW) (Entered: 01/31/2023)
04/07/2023	<a href="#">147</a>	MOTION to Compel <i>Compliance with Post Judgment Subpoena to Higbee &amp; Associates</i> by Defendant 4Internet, LLC.. Responses due by 4/21/2023. (Attachments: # <a href="#">1</a> Declaration of Ryan Isenberg, # <a href="#">2</a> Excerpts from Deposition of Robert Miller)(Isenberg, Ryan) (discovery) (Entered: 04/07/2023)
04/21/2023	<a href="#">148</a>	RESPONSE to <a href="#">147</a> Motion to Compel, by Counter Defendant The Law Firm of Higbee & Associates, APC. Replies due by 4/28/2023. (Attachments: # <a href="#">1</a> Declaration of Mathew K. Higbee)(Higbee, Mathew) (Entered: 04/21/2023)
04/24/2023	149	CLERK'S NOTICE Regarding Local Rule IC 5-1(b). ECF No. <a href="#">148</a> Response was not filed pursuant to LR IC 5-1(b). Please note the signatory must be the attorney or pro se party who electronically files the document. No further action is required concerning this document at this time. <b>(no image attached)</b> (EDS) (Entered: 04/24/2023)
04/25/2023	<a href="#">150</a>	REPLY to Response to <a href="#">147</a> Motion to Compel, by Defendant 4Internet, LLC.. (Isenberg, Ryan) (Entered: 04/25/2023)
05/31/2023	<a href="#">151</a>	ORDER Denying <a href="#">147</a> Motion to Compel Compliance with Post Judgment Subpoena to Higbee & Associates. Signed by Magistrate Judge Cam Ferenbach on 5/31/2023.(Copies have been distributed pursuant to the NEF - ABG) (Entered: 05/31/2023)
06/01/2023	<a href="#">152</a>	MOTION to Reconsider re <a href="#">140</a> Order by Plaintiff Robert Miller. Responses due by 6/15/2023. (JQC) (DJorder) (Entered: 06/02/2023)
06/06/2023	<a href="#">153</a>	RESPONSE to <a href="#">152</a> Motion for Reconsideration by Defendant 4Internet, LLC.. Replies due by 6/13/2023. (Attachments: # <a href="#">1</a> Exhibit A ( Grecco Malpractice Complaint), # <a href="#">2</a> Exhibit B (Offer to Settle))(Isenberg, Ryan) (Entered: 06/06/2023)
06/14/2023	<a href="#">154</a>	MOTION to Withdraw as Attorney by Mathew K. Higbee for Plaintiff Robert Miller. Responses due by 6/28/2023. (Attachments: # <a href="#">1</a> Declaration of Mathew K. Higbee) (Higbee, Mathew) (Entered: 06/14/2023)

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